

**AGREEMENT BETWEEN
THE TOWN OF WINDHAM, NEW HAMPSHIRE
AND
THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
COUNCIL #93 AND LOCAL #1801 – WINDHAM SUPPORT STAFF
APRIL 1, 2008 TO MARCH 31, 2010**

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ARTICLE I
RECOGNITION

1. The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as to salary, hours, and benefits for the certified collective bargaining unit which includes:

Building Inspector
Building Secretary
Deputy Tax Collector
Tax Collector's Assistant
Deputy Town Clerk
Town Clerk's Assistant
Transfer Station Operator I
Transfer Station Operator II
Transfer Station Supervisor
Transfer Station Truck Driver
Administrative Assistant to the Assessor
Highway Laborer
Police Department's Secretary
Fire Department's Secretary
Maintenance / Laborer
Custodian (Full-Time)

2. The term "employee" as used herein, refers to members of this unit as listed above.
3. Excluded from recognition and this Agreement are the employees in the following positions:

Town Administrator
Police Chief
Fire Chief
Deputy Fire Chief
Selectmen's Confidential Secretary
Selectmen's Secretaries (Asst Assessor/Administrative Secretary)
Director of Planning and Development
Assessor
Disposal Site Manager
Custodian (Part-Time)
Building and Maintenance Supervisor
Finance Director
Police Captain
IT Director

4. Any position, which either party wishes to add to inclusions/exclusions can be processed through modification request to PELRB.

ARTICLE II
NON-DISCRIMINATION

1. The Town and the Union 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 handicaps except where age or physical condition are bonafide qualifications for employment.
2. The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership in the Union.

ARTICLE III
MANAGEMENT RIGHTS

1. Except to the extent that there is contained in this agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction, and responsibility of the Town are retained and reserved exclusively to the Town including, but not limited to, the right to manage the affairs of the Town and its' departments and to maintain and improve the efficiency of its operations; to determine methods, means, process and personnel by which operations are to be conducted; to determine the size and direct the activities of the Town's departments; to determine the schedule and hours of duty consistent with the statutes and the assignment of employees to work; to establish new job classifications and job duties and functions, and to change, reassign, abolish, continue, and divide existing job classifications for all jobs, to require from each employee the efficient utilization of his/her services; to hire, promote, assign, and retain employees, for just cause and reason, discipline, suspend, demote, and discharge employees, to promulgate and support reasonable rules and regulations pertaining to the operations.
2. The exercise of the management rights and responsibilities of the Town set forth hereby, except discipline and discharge shall not be subject to the grievance procedures set forth in this agreement, except that where a management right is specifically required to be exercised in accordance with a specified procedure as provided in this agreement, grievance alleging a failure to comply with such procedure will subject to Grievance Article XXVII of this agreement.

ARTICLE IV
APPOINTMENTS AND PROBATIONARY PERIOD

1. Each department head shall have the right to reject any application for valid medical or mental reasons, for proven poor work record, making a false statement on the application, or any other just reasons of unsuitability for the position applied.
2. All appointments shall be made by the Board of Selectmen and shall be subject to a probationary period not to exceed a maximum of one (1) year in accordance with RSA 273-A. During such time, the employee's performance shall be subject to close review and two (2) evaluations to determine competence for that position.
3. Annual performance evaluations shall be done on each individual employee during his/her anniversary month. Such evaluations shall be considered in such matters as promotions and terminations.
4. The probationary period may be waived in cases of movement within the Town organization, where an employee assumes duties and responsibilities that are substantially similar to a previously held Town position.

5. The Town may hire a relative of an employee provided the individual possesses the usual qualifications for employment. However, related persons will not be given work assignments which require one relative direct, review, or process the work of another, or which permits one relative to have access to the personnel records of the other. If one employee marries another, both may retain their positions if they do not work in the same department, are not under the direct or indirect supervision of the other, and neither occupies a position which has influence over the other's employment, promotion, salary, administration, and other related management or personnel considerations.

ARTICLE V
CATEGORIES OF EMPLOYMENT – BENEFITS ELIGIBILITY

1. Permanent Full Time – Employees who have successfully completed a probationary period and who are assigned to a regular week of at least thirty two (32) hours per week on the average. Employees working 32-40 hours are eligible for all insurance. Employees working forty (40) hours a week receive full benefits for Earned Time, Holidays, and Jury/Witness Pay. Those working 32-39 hours per week receive pro rata benefits. For purposes of this section and any other applicable section, Alice Hunt, Deputy Tax Collector, shall be grandfathered as a full time employee at thirty (30) hours per week. If her time should decrease below thirty hours per week in the future, she will lose her grandfathered status and be only entitled to the applicable benefits allowed based on her scheduled work week.
2. Permanent Part Time – Employees who have successfully completed a probationary period and who are assigned to a regular work week of twenty-five (25) to thirty-two (32) hours per week on the average. Such employees are not eligible for insurance or other benefits.
3. Part Time – Employees who are assigned to a work week which averages less than twenty-five (25) hours per week; or who are employed on a seasonal basis. These employees are also not eligible for insurance or other benefits.

ARTICLE VI
SENIORITY

1. There shall be two (2) types of seniority:
 - a. Town Seniority
 - b. Classification Seniority

Town Seniority shall relate to the time an employee has been continuously employed by the Town.

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

2. Upon receiving a promotion, an employee's name shall be entered at the bottom of that particular Classification Seniority List to which he/she has been promoted, regardless of his/her Town Seniority, and he/she shall be considered to be the junior employee in that classification regardless of Town Seniority of other employees already in that job, until such time as other promotions are made into this classification. New promotions shall be entered at the bottom of the particular Classification Seniority list concerned.

3. Until an employee has served the one (1) year initial probationary Seniority period, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.
4. An employee shall not forfeit seniority during absences caused by:
 - a. Illness resulting in total temporary disability due to his/her regular work with the department involved, certified to by an affidavit from Worker's Compensation carrier.
 - b. Illness not the result of his/her misconduct, resulting in total temporary disability, certified to by a physician's affidavit not to exceed three (3) months.
 - c. Maternity leave will not effect the seniority of an employee.
5. The employee's present Classification Seniority, as of the EFFECTIVE DATE of the Agreement, shall be the only type of seniority considered for the purpose of establishing the Classification Seniority System called for in this Article. This Classification Seniority must have been continuous in nature to merit consideration under this Section.

ARTICLE VII

WAGES

1. Effective April 1, 2008 and April 1, 2009, wage rates for all union employees shall be increased based on the Consumer Price Index referred to as CPI-U as published by the US Department of Labor – Boston regional Office for the twelve (12) month average for the period ending December 31 of respective preceding year except that in no case shall the adjustment be less than two percent (2%) or more than four percent (4.0%) for 2008-2009 and no less than two percent (2%) or more than four percent (4.0%) for 2009-2010. Salary scale shown in appendix A attached and incorporated herein.
2. A differential payment of five hundred and fifty dollars (\$550.00) will be paid, per year, to employees who are certified and required to drive the tractor trailer truck. Such payment will be made as a supplement to the hourly rate of pay. Such supplement shall only be paid to an employee who's primary job is not to drive the tractor trailer, but who is required to drive on a periodic basis, and shall not be paid to any employee in the position of truck driver. The total number of employees to receive the stipend shall not exceed two (2) for a given year.
3. Step increases will be granted to employees, upon their anniversary date within their current classification/rank, during the term of the Agreement. An employee must also maintain a level of satisfactory performance in order to be eligible for his/her step increase. Step increases shall be effective on the first day of the pay period closest to the employees step date.

ARTICLE VIII

OVERTIME

1. Overtime pay for employees shall be calculated at the rate of time and one half the normal hourly rate of pay, based on a forty (40) hour work week. Overtime pay, as outlined, will be paid for any time worked in excess of eight (8) hours in a day, or forty (40) hours per week.
2. Over time pay for employees who work less than forty (40) hours per week, but are employed on a permanent basis, shall be paid at the straight time rate up to eight (8) hours a day and up to forty (40) hours per week. Hours worked in excess of eight (8) hours in a day or forty (40) hours per week will be paid as outlined in section one above.

3. Absences from work covered by Earned Time or Bereavement Leave shall be considered time worked for the purpose of this section.
4. With the mutual consent of the Department Head and employee, compensatory time may be allowed in lieu of actual pay for overtime, provided however the total accumulation of compensatory time is not more than forty hours at any given time.
5. For those employees who meet the Fair Labor Standards definition of "excluded or exempt employees" overtime compensation shall not be awarded.
6. Employees who have left their regular job and gone home who are required to return to work shall be paid a minimum of one (1) hour of extra time at their applicable rate either at straight time or overtime based on hours already worked during the same day. For clarification purposes, this shall mean that no employee shall receive the extra hour at their overtime rate until they have worked at least eight hours during the same day.

ARTICLE IX HOLIDAYS

1. There shall be eleven (11) holidays per year, designated as:

New Years Day, Civil Rights Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas

2. Employees who are normally assigned a shift that works during a holiday will receive compensation at the rate of double time the regular hourly rate of pay for time worked during the holiday (maximum of eight [8] hours), in addition to the normal pay for that period.
3. Employees who are normally assigned to a shift that is scheduled off during a holiday will receive compensation of eight (8) hours of pay at the regular rate in addition to the normal pay for that period.
4. A department head may allow substitute days off in the form of compensatory time in lieu of holiday pay, to be taken at the discretion of the department head.
5. Holiday pay benefits as outlined above shall be computed for the Town observed holiday date for all employees in the bargaining unit.
6. In order for an employee to receive holiday pay benefits as outlined in sub-section 2 above, said employee must work his or her regular scheduled shifts preceding and following a holiday.

ARTICLE X EARNED TIME

1. Earned Time is an alternative approach to the traditional manner of covering absences for vacation, personal leave days, and sick leave. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. Earned Time days can be used for a variety of purposes, including a payment in cash at the time of voluntary termination. Earned Time is available as soon as it is "earned". The exact number of Earned Time days available each year will depend on the years of service to the Town.

2. Coverage: Employees who are employed in a permanent position of at least 80 percent time are covered by Earned Time. The accrual rates are as follows:

Years of Service	Days Accrued Per Hour	Days Accrued (Apprx.) Per Month	Annual Days
0 thru 5	.0096	1.67	20
6 thru 10	.0120	2.08	25
11 thru 19	.0144	2.50	30
After 19	.0168	2.92	35

3. For purposes of this policy, years of service will be calculated in a manner identical to that used for purposes of Seniority (Article VI). Employees accumulate Earned Time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked and supplemental compensation such as overtime are excluded) and on years of service to the Town.
4. Termination and Restoration of Service Credit: An employee whose break in service from the Town is less than one (1) year will have his/her service bridged for purposes of computing Earned Time accrual. For breaks of more than one (1) year, an individual will earn one (1) year credit for each year of employment after return, until the total past credit is accrued. After five (5) years of employment following return to work, credit for all previous service will begin.

5. Usage:

- a. Earned days may be used any time after being earned, including during an employee's probationary period. It is expected that all planned absences will be mutually agreed upon by the employee and his/her supervisor prior to the date of absence.

Earned Time cannot be used by the employee to gain extra paid overtime during his/her regularly scheduled shift, with the exception of allowing Earned Time to be used for Outside Work Details.

- b. Earned days may be used in units of one or more hours.
- c. Minimum Usage: There is a minimum usage of Earned Days required each year. See schedule to follow:

The minimum usage of earned time shall be based on the calendar year, January 1st through December 31st. This means that each year, each employee must satisfy their minimum usage requirement between these dates. If the minimum usage is not satisfied by the end of each annual period, the Town will manually subtract the hours necessary to satisfy the requirements.

Years of Service	Min. Usage Per Year*
0 thru 5 years	10 days
6 thru 10 years	12 days
11 thru 19 years	15 days
After 19 years	17 days

* In calendar years where an employee's rate of accrual changes, the minimum usage for that calendar year will equal one-half of the hours accrued in that year. The Town, on or before November 1 of each year, will notify in writing each bargaining unit employee of the remaining amount of earned time that must be used by December 31 pursuant to the minimum usage in Article X 5(c).

If the Town delays this notification until after November 1, the deadline for using the minimum usage will be delayed beyond December 31 by the equivalent number of days.

- d. Earned days may be taken to cover absence for any reason, including illness, vacation, funeral, dentist or doctor visits, as long as the total number of days taken meets or exceeds the minimum required usage as indicated.
 - e. Days converted into the Sick Leave Pool do not count towards minimum usages.
 - f. Earned Time benefits accrue only during the initial three (3) weeks (15 working days) of Sick Leave Pool usage. Each separate use of the Sick Leave Pool, however, provides for the continuing earning ability.
 - g. Employees are limited to no more than twenty-one (21) consecutive days off on earn time during the thirty day period immediately preceding their date of termination of employment from the Town.
6. Sick Leave Pool: The Sick Leave Pool is intended to provide security by allowing employees to "buy" insurance for extended illness or other disability. When "buying" Pool days, employees convert Earned Days on a 1 to 3 basis. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.
- a. Pool days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.
 - 1) Use of Pool days may begin on the sixth consecutive work day absence due to illness, injury, or other disability.
 - 2) A physician's report must accompany the request to use Pool days.
 - 3) It is not necessary to use up all Earned Days before using Pool days.
 - 4) The employee may continue using Pool days until his/her Pool is exhausted, or until no longer disabled.
 - 5) Periodic doctor's reports may be required.
 - 6) The maximum Pool day accrual is 150 days (i.e. the maximum conversion of Earned days if 50, which would convert to 150 Pool days). If Pool days are used, or if an employee wishes to add to his/her Pool days, more Earned days may be added each July (to a total of 150). Earned Time days may not be converted to Pool days at any other time.
7. Termination: Earned Time up to a maximum of one hundred (100) days will be paid at the time of termination or retirement if the termination occurs under normal circumstances and does not involve an Act which demonstrates unfitness for continued employment within the Town, such as theft or

immoral conduct. However, since a notice period of two (2) weeks is considered to be appropriate and normal for any employee termination, in cases where such notice is not given, a pro-rated payment for Earned Time accrual, based on the notice given, will be made. Exceptions to such notice requirements may be granted by the Board of Selectmen. Employees may leave Earned Time earnings intact, pending recall, if the nature of their absence from employment is lay-off.

- a. Earned Time is paid at the same base pay rate at time of termination.

ARTICLE XI

MATERNITY/PATERNITY LEAVE

1. Employees of the Town shall notify their immediate supervisor upon learning of a pregnancy.
2. Those employees in a public safety position shall not be permitted to work on line duties beyond said notification. At the option of the employee, and the approval of the department head, the department head will seek the Board of Selectmen's approval to place the employee on temporary assignment to non-line duties for the duration of the pregnancy, or until a time which is mutually agreed to by the individual employee and their department head.
3. Employees out on maternity leave shall be entitled to use Earned Time and compensatory time as needed. Unemployment and disability benefits may also be made available.
4. Employees out on maternity leave shall not be permitted to return to work prior to written permission from the attending physician.
5. Employees shall be allowed up to three (3) months of leave without pay following the birth of the child. During this time period, the employee's seniority or position in the department shall not be affected by such leave. However, after the three (3) month time period has elapsed, the employee's employment status will be continued only by virtue of return to duty or medical evidence clearly stating the employee's inability to return to assigned duty. If no medical reasons exist, the position will no longer be held open.
6. Paternity leave shall be an allowable use of accrued Earned Time.
7. Any bargaining unit employee adopting an infant shall be granted a leave of absence not to exceed three (3) months without pay. Such leave shall commence upon his/her receiving de facto custody of said infant, or up to two (2) months earlier if necessary to fulfill the requirements of adoption.
8. Said employee may keep insurance benefits in force if on unpaid leave extending beyond twelve (12) weeks by paying group rate premiums to the Town.
9. In special cases, the Board of Selectmen may extend the provisions of this section if it is deemed in the best interest of the Town and the employee.
10. Earned Time may be used to extend Maternity/Paternity/Adoption Leave only with advance approval of the Town Administrator.
11. Employees shall adhere to and be eligible for the benefits provided under the Town's Family and Medical Leave Policy #1:00:02:97, including any amendments that may be made from time to time. Said Policy is incorporated into this contract by reference. Should the Town's Family and Medical Leave Policy conflict with other provisions of this Article then the provisions of this Article shall be followed.

ARTICLE XII
BEREAVEMENT LEAVE

1. In case of a death in an employee's immediate family, an eligible employee may be granted leave of absence with pay for the work days falling between the time of death and the day of the funeral, not to exceed three (3) days. In special cases, the Board of Selectmen may grant additional leave of absence if it is deemed to be in the best interest of the employee and the Town of Windham.
2. "Immediate Family" is defined as the spouse, child, step-child, foster child, brother, sister, parent, grandparent, great grandparent, grandparent-in-law, grandchild, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or any relative residing in the same household as the employee.

ARTICLE XIII
WORKERS' COMPENSATION

1. The Town of Windham shall purchase and pay the premiums for New Hampshire Workman's Compensation, the benefits of which will be available to all employees regardless of their classification.
2. Employees must report all injuries received while on duty to their department head or immediate supervisor as soon as possible after an occurrence, and be responsible for filing form 8WC which can be obtained from their department head.
3. The Town, and/or its Worker's Compensation carrier, retains the right to request updated medical information during the disability. If a medical exam is requested, the Town or carrier shall use a qualified doctor.
4. A Worker's Compensation claim which results in lost time must be supported by a doctor's statement outlining the nature of the disability and if possible the length of the disability.
5. An employee utilizing Workers Compensation benefits shall advise their department head as soon as possible, but no later than forty-eight (48) hours, upon receiving a medical clearance to return to work including work in a light duty capacity.
6. Prior to returning to work, the employee shall provide a doctor's statement clearing the employee's return to his/her regular duties.
7. An employee out on Worker's Compensation from the Town may not perform work for another employer.
8. In the event that an employee fails to sign over to the Town any Worker's Compensation check(s) due to the Town under this Article, the Town shall have no further obligation to pay the employee hereunder, unless and until the employee fulfills his/her obligation by signing over said checks to the Town.
9. While on Workers' Compensation leave, employees shall continue to accumulate seniority and will remain eligible for full benefits, excluding Holiday pay, up to a maximum of fifty-two (52) weeks.
10. All employees who are injured or incur a job related illness while in the performance of their duties shall receive 100% of his/her normal base pay (normal budgeted weekly pay less normal deductions,

not including overtime) while on injury leave from the date of injury through week fifty two (52) on disability.

11. The first several weeks are adjustment weeks when the employee is awaiting the decision of the Worker's Compensation carrier and the receipt of worker's compensation payments. During the initial period, the Town will continue to issue the employee a check for his/her normal base weekly pay, less all normal deductions.
12. All Workers' Compensation benefits received retroactively by an employee for a period during which the Town was providing normal base pay in accordance with this Article will be assigned by the employee ("sign over" the checks) to the Town to reimburse them in part for their advancing of such benefits. No employee shall thus earn more on Workers' Compensation than they would have, had they been working.
13. Upon acceptance by Worker's Compensation and receipt of benefit payments, the Town will reimburse the employee for all Medicare, Social Security (if applicable), and retirement deductions taken as part of the Worker's Compensation share of the initial payments made by the Town.
14. In the event that the Worker's Compensation check is less than 100% of normal base pay, the Town will issue a separate check for the difference between 100% of base pay and the amount paid by Workers Compensation making deductions for F.I.T., Retirement, FICA and voluntary deductions as approved by the employee, and the employee shall keep the entire Worker's Compensation check.
15. In the event that Worker's Compensation check is greater than 100% of normal base pay, the employee shall keep the entire check, and the Town will make no supplemental payment.
16. After the 52nd week, the employee will be compensated solely by the Workers Compensation carrier, however the employee will be permitted, upon request, to utilize accumulated Earned Time benefits to "bridge" the differences between Workers Compensation benefit payments and the amount equal to their normal base pay. Earned Time Pool days may be used to "bridge" after five (5) Earned Time days are used per Workers Compensation claim. In such cases, the Town will issue a separate check for the difference using the employees' accrued Earned Time and or Pool Time, making deductions for F.I.T., Retirement, FICA and voluntary deductions as approved by the employee, and the employee shall keep the entire Worker's Compensation check.
17. Earned Time is earned on only those hours of Earned Time utilized to bridge the difference between the benefits, detailed above, and full pay.
18. If an employee is denied benefits he/she must repay the Town for all compensation received from the Town. Repayment will be accomplished by charging Earned Time accumulations, both current and future, until the overpayment has been rectified, provided, however, that any repayment of sums due from accrued Earned Time will not be reduced below the level where the employee cannot take at least one week of Earned Time leave each year.
19. Employees out on Workers Compensation will remain responsible for payment of all their weekly health insurance co-payment, health spending, and dependant care deduction amounts. If an employee is not receiving any supplemental payment from the Town (with or without the use of Earned Time or Pool Time), they shall make arrangements with the payroll department to pay these deductions through the use of cash or checks payable to the Town's health insurance third party administrator and the Town of Windham Expendable Health Trust.

ARTICLE XIV
LIFE INSURANCE

1. The Town of Windham shall elect a carrier to provide life insurance for its employees. The Town shall pay the entire cost of the premium for such coverage. Coverage shall be in an amount not less than one (1) year's salary. Said policy shall remain in full force and effect while the employee remains in the employ of the Town.
2. A copy of the life insurance policy shall be provided to each qualified and covered employee.

ARTICLE XV
DISABILITY INSURANCE

1. The Town of Windham shall select a carrier and plan to provide long-term disability insurance for its employees. The Town shall pay the entire cost of the premium for such coverage.
2. A copy of the insurance policy shall be provided to each qualified and covered employee.
3. Earned Time benefits including, when appropriate, Sick Leave Pool days, may be used to supplement disability benefits however an employee may not receive a combined payment which exceed one hundred percent (100%) of his/her base salary during a period of disability.

ARTICLE XVI
HEALTH/MEDICAL INSURANCE

1. The Town of Windham shall select a carrier to provide health/medical insurance coverage for its employees. The Town shall pay the cost of the monthly premium for single, two (2) person or family coverage, except that each employee in the unit will contribute the equivalent of 15% effective 10-01-07 and 20% effective 04-01-09 of the current NHMA Blue Cross / Blue Shield JY rates, inclusive of any adjustments that may change from year to year. Such contributions will be made through payroll deductions.
 - a. The Health/Medical Insurance Coverage is Plan Comp 1000 MC PD as provided by the New Hampshire Municipal Association (NHMA). The town will assume the responsibility for and pay both the deductible of \$1000 and co-insurance (80%-20%) costs associated with the plan. In the event the Town opts to implement a plan with a higher deductible, the Town will continue to assume responsibility for both the higher deductible and co-insurance (80% - 20%) costs associated with the plan.
 - b. Health/medical insurance coverage shall be extended for employees entitled to retirement benefits upon termination of employment with the Town. Said coverage shall be provided at the Town's expense as follows:

10 – 15 years of employment	-	3 months
15 – 20 years of employment	-	6 months
20 – 25 years of employment	-	9 months
over 25 years of employment	-	12 months
 - c. The Town assumes responsibility for the costs of deductible and coinsurance amounts during the employee's full time employment and thru any applicable period covered by Section b above, but will stop upon the employee's retirement or expiration of the applicable

period. At the time of retirement or expiration of the applicable period, the employee will be eligible to purchase the current plan offered by the Town but the Town will not cover the deductible or coinsurance costs.

- d. The Town will contract with a third party administrator to administrate the plan. The employee will be responsible for submitting the Blue Cross Explanation of Benefits Forms (EOB's) to the third party who in turn will submit a check to the employee to cover the expenses under the deductible and co-insurance portion of the plan. The employee in turn will either pay the provider or keep the money as a reimbursement for expenses paid up front to the provider by the employee at the time of service.
- e. Employees who would otherwise be eligible for Town Health/Medical Coverage, who elect Health Insurance Coverage under their spouse's plan, or another comparable insurance plan, will be eligible for compensation in lieu of the Town's Health Insurance Plan. Eligible employees will be compensated seventy-five dollars (\$75) per month for waiver of the benefit.

A. To be eligible for this benefit employees must meet the following criteria:

- 1. Have and show proof of their coverage in a comparable plan.
 - 2. Initially, attend information seminar to explain the effect of this waiver.
 - 3. Sign a "waiver of insurance" for discontinuing health insurance coverage with the Town.
2. Dental Insurance: The Town agrees to maintain the current Dental Insurance Coverage as provided by Personnel Policy.

ARTICLE XVII **FALSE ARREST AND MALPRACTICE INSURANCE**

- 1. The Town of Windham shall purchase and maintain adequate insurance to protect employees from false arrest and medical malpractice lawsuits, at no cost to the employee.

ARTICLE XVIII **RETIREMENT**

- 1. The Town shall maintain membership for those employees who qualify for the New Hampshire Group II Retirement benefits, and make appropriate contributions as required by the State.
- 2. The Town shall maintain membership for those employees who qualify for New Hampshire Group I Retirement benefits, and make appropriate contributions as required by the State. In addition, for those employees covered by Group I Retirement benefits a supplemental retirement benefit of 5% of salary through an independent source such as MONY shall be contributed by the Town for employees that voluntarily elect to contribute 3% of their salary to the supplemental program.

ARTICLE XIX
CLOTHING ALLOWANCE

1. The Town of Windham shall provide uniforms for personnel as follows:

Disposal Site Employees: \$400.00/year
Custodians: \$400.00/year
Maintenance / Laborer: \$400.00/year
2. The department head will prepare and maintain standard uniform requirements and approved vendors for purchase of uniforms.
3. Uniform allowances shall be paid as follows:
 - a. Fifty (50%) percent of this allowance shall be paid during the first full pay period in April of each year, following the annual Town Meeting.
 - b. The remaining fifty (50%) percent of this allowance shall be paid in the first full pay period in October of each year.

ARTICLE XX
ACADEMIC REIMBURSEMENT

1. Employees may request reimbursement for the cost of tuition for job-related course(s) taken at their own initiative. Such requests will be granted in accordance with the conditions detailed in this Article up to a cost of \$1,000 a year, in the aggregate, for the unit.
2. Employees must make the request prior to registering for the course. The request shall be submitted to the department head outlining the institution offering the course, course content, cost, and benefit to the employee and the Town.
3. The department head shall review the request and will submit a recommendation to the Board of Selectmen for final approval.
4. In order to receive reimbursement, the employee must submit documentation of achieving a passing grade of "C" or better, and a receipt for the cost of the course.
5. The Town will not reimburse an employee for academic course work and also increase an employee's compensation for having completed such coursework in the same fiscal year.

ARTICLE XXI
JURY/WITNESS DUTY PAY

1. An employee called as a juror or witness shall be paid the difference between the fee received for such service and the amount of straight time earnings lost by the employee by reason of such service. Satisfactory evidence must be submitted to the employee's immediate supervisor. Payment of meals and/or mileage shall not be considered as part of the fee for the purpose of this Agreement. This section applies only to an employee's scheduled work hours.

ARTICLE XXII
MILITARY LEAVE OF ABSENCE

1. Employees called to active duty in any branch of the armed services during war time shall be granted a leave of absence without pay. The granting of leave shall protect the employee's existing continuous service for the leave period.
2. Upon entrance into extended active duty an employee shall be paid for all days of earned time remaining to their credit. No such pool time which an employee may have accumulated shall be lost because of military leave of absence. Should the employee not return to Town service after the military leave, their accumulated pool time shall lapse.

ARTICLE XXIII
MILEAGE

1. Employees required or requested to use their personal vehicles in the course of their duty for Town business shall be reimbursed at the applicable IRS approved rate per mile, plus any applicable toll charges.

ARTICLE XXIV
GRIEVANCE PROCEDURE

1. A grievance under this article is defined as an alleged violation of any of the provisions of this Agreement.
2. A grievance covered by this Article must be presented promptly within ten (10) Town business days, which does not include Saturdays and Sundays after the employee knew or should have been aware of the reason for the grievance but in no case not more than thirty (30) days from such event in accordance with the following steps, time limits, and conditions. The parties recognize that the prompt settlement of grievances is important to a sound and harmonious relationship between the Town and the employees.
3. All grievances shall be presented at the first step of the grievance procedure by the aggrieved employee(s) or the Union with the time limitations contained herein or they shall be considered waived. If the Town fails to give its answer to a grievance within the time limits set forth in any step, the Union and/or employee(s) may appeal the grievance to the next step at the expiration of such time limit.
4. The time limits prescribed herein may be waived by mutual agreement in writing, by the parties hereto. A grievance not appealed within the time limits herein set forth shall be considered settled on the basis of the answer provided by the Town at the last step of the procedure utilized by the Union or the employee, which answer shall be final and binding upon the aggrieved employee(s) and the Union.
5. The parties may, by mutual agreement, waive certain steps and/or extend stated time frames. Such mutual agreement shall be reduced to writing and signed by the parties prior to the expiration of said time frames. In no even may waive or extension of any time limit hereunder for presentation or appeal be implied by any action or inaction of the Town or the Union.

Procedural Steps

Notwithstanding any of the following procedural steps, all grievances concerning suspension or discharge shall begin at Step 2, Appeal to the Department Head.

- Step 1. The aggrieved employee or the Union shall present the grievance in writing to the immediate non-bargaining unit supervisor on a form to be supplied by the Union. The supervisor shall within five (5) work days of receipt of the grievance, schedule a meeting to discuss the grievance with the employee and/or the Union and reply to the employee and the Union, in writing, within ten (10) work days of the meeting.
- Step 2. In the event that the supervisor's decision is not satisfactory to the employee or the Union, said grievance may within five (5) work days from receipt of the supervisor's answer at Step 1, be presented to the department head. The department head shall arrange to meet with the employee and/or the Union within five (5) work days after receipt of the grievance, and shall reply to the grievance in writing to the employee and the Union within five (5) work days of the meeting.
- Step 3. In the event that the department head's decision is not satisfactory to the employee or the Union, said grievance may within five (5) work days from the receipt of the department head's answer at Step 2, be presented to the Board of Selectmen. The Board of Selectmen shall arrange to meet with the employee and the Union within ten (10) work days after receipt of the grievance. A reply in writing shall be rendered to the employee and the Union within ten (10) work days of the meeting.
- Step 4. In the event the grievant or the Union is not satisfied with the decision of the Board of Selectmen a request for arbitration may be filed in writing with the Public Employee Labor Relations Board under its rules and regulations. Such request for arbitration must be filed in writing within twenty (20) work days of the receipt of the Board of Selectmen's decision at Step 3. The decision of the arbitrator shall be final and binding, except that both parties specifically retain their right to appeal the decision to the appropriate judicial body as provided for in RSA 542:1.

ARTICLE XXV DISCIPLINARY PROCEDURE

1. All discipline shall be for just cause and be appropriate to the infraction for which disciplinary action is being taken.

Just cause shall include, but not be limited to the following: a) medically diagnosed incapacity to perform assigned duties following review and determination by the ADA Compliance Team to ascertain the extent, if any, to which reasonable accommodations should be made regarding the medical incapacity; b) incompetence; c) behavior incompatible with effective conduct of duty; d) behavior detrimental to the Town, or e) failure to carry assigned duties.

2. Disciplinary action will normally be taken in the following order:
 - a. Verbal warning
 - b. Written warning
 - c. Suspension with or without pay
 - d. Demotion – either by position or by step within position
 - e. Discharge

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

3. All written warnings, suspensions, and discharge notices shall be in written form and identify the reason for the action and shall be signed by the Employee as an acknowledgement of the action only. The Employee and the Union will receive a copy of such warnings and notices.

ARTICLE XXVI **NO STRIKE OR NO LOCK OUT**

1. Strikes and other forms of job action by public employees which have been declared unlawful are prohibited. The Town shall be entitled to petition the superior court for a temporary restraining order, pending a final order of the PELRB under RSA 273-A:6 for a strike or other form of job action in violation of the provisions of RSA 273-A and may be awarded costs and reasonable legal fees at the discretion of the court.
2. Under no circumstances will the Town engage in a lock-out.

ARTICLE XXVII **STABILITY OF AGREEMENT**

1. Should any Article, Section or portion, thereof, of this Agreement be declared invalid because it is in conflict with a Federal or State law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific Article, Section or portion, thereof, specified in the decision. The parties to the Agreement agree to meet to negotiate only on the specific Article, Section or portion, thereof, which has been declared invalid or unenforceable, but neither party is required to make concession in order to reach agreement on the specific Article, Section or portion of the Agreement in question.

ARTICLE XXVIII **DUES DEDUCTION**

1. Upon individual written authorization signed by a Union member covered by this contract and approved by the Union President, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made each pay period, provided, however, that if any employee has no check to him/her or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said employee for that pay period. The Town shall send the amount so deducted once a month to the Treasurer of the Union.
2. Members of the Unit who elect not to join the Union shall be required to pay a service fee, not to exceed actual membership dues. The method of deduction provision of Section 1 of this article shall be applicable to this Section.
3. The Union shall indemnify and hold harmless the Town should any dispute arise between any employee and the Union and/or the Town as a result of the operation of this Article.

ARTICLE XXIX
JOB POSTING

1. Vacancies in bargaining unit positions shall be posted in-house at the same time as any out-side advertising. A copy of the job posting shall be given to the Union Chairperson who may post on the union bulletin boards in each department as they deem appropriate.

ARTICLE XXX
PERSONNEL FILES

1. Employee Access:
 - a. The Town Administrator shall permit inspection of an employee's personnel file as provided by law. All personnel records shall be treated as confidential information. Employees' with or without Union representation shall have access to their individual personnel file by prior appointment with the Town Administrator. All items contained in such file shall be available for review and copy with the exception of outside confidential references relating to original employment or promotion.
2. Removal of Information:
 - a. Any record related to verbal warning or written warning will be removed from the employee's personnel file, if requested in writing by the employee, provided two (2) years have elapsed since the most recent entry of an unappealed disciplinary action or one which has been appealed but upheld.
 - b. Employee records regarding *unexcused absences* and lateness, except as they may relate to disciplinary action referred to in A. above, shall not be maintained for a period exceeding two (2) years.

3. Employee Additions:

Employees shall have the right to respond in writing to any information contained in their personnel file which will be kept in said file.

ARTICLE XXXI
AUTHORIZED LEAVE

1. The Department Heads shall be authorized to allow a paid leave of absence to an employee who has experienced a traumatic incident while in the performance of their duties and who, in their view, presents a risk to themselves or to others should they remain on duty. The paid leave shall not exceed the hours remaining in the day or shift which the incident occurs. Any additional time off needed by the employee beyond the one day or shift shall require the use of earned time or other benefit time. For incidents or occurrences of this nature, the Department Head's decision shall not be arbitrary or capricious, and shall be final and binding and not subject to the Grievance Procedure under Article XXIV.

ARTICLE XXXII
RIGHTS INCIDENTAL TO REPRESENTATION

1. **Officers:** The Union officers and representatives shall consist of three members – Chapter Chair Person and two (2) Stewards. These three positions shall be filled with one member from each represented group, namely the Administration, Maintenance and Transfer Station employees. An alternate may be permitted to assume the duties of one of these positions in his or her absence.
2. **Selection of Representatives:** Union employee representatives shall be selected in any manner determined by the Union from among those members actively employed by the Town. The Union shall furnish the Town with a list of the members selected to be on the Board. The Union will keep the Town informed in writing within ten (10) days of any changes regarding these Union representatives.
3. **Leave for Negotiations.** Up to three (3) members of Local #1801, selected by the Union, will be granted leave with pay for the purpose of attending, collective bargaining negotiating sessions with the Town that are conducted during their normal working hours. These members may be selected from among the Union's membership, however no more than one member of the Union's negotiating team shall be from any one individual town department. The Union shall provide the Town with a list of their negotiating team prior to the beginning of any annual collective bargaining session and provide at least forty eight (48) hours notice of any negotiating session to the Town in order for the Town to insure proper staffing of its departments. The Town reserves the right to deny any negotiating member to attend a bargaining session if such attendance would unduly jeopardize the departments operations. Such denial shall not be arbitrary or capricious.
4. **Union Leave.** Members of the Union shall be granted an annual aggregate total of thirty-two (32) hours of leave to attend conventions, conferences, and Union meetings with prior approval of their respective Department Head.
5. **Meeting Space:** The Town shall allow the Union reasonable space to hold meetings within one of its Town facilities, subject to the following conditions:
 - a. Request for such use is made in a timely and reasonable manner.
 - b. Reasonable space, as determined by the Town Administrator and any applicable facility's Department Head, in conjunction with the Union President, is available.
 - c. The meeting time is not during normal working hours of the employees in attendance.
6. **Grievance Processing:** Union officers as described above shall be permitted to process grievances during their scheduled hours of duty, provided they have prior approval of their respective Department Head and the amount of time in which the officers are engaged in such activity is reasonable.

ARTICLE XXXIII
DRUG FREE WORKPLACE POLICY

- 1 The provisions of the Town's Drug Free Workplace Policy #1:00:20:07, as adopted by the Board of Selectmen on November 5, 2007, are incorporated fully into this contract by reference. All employees of the bargaining unit shall adhere to the Town's Drug Free Workplace Policy and shall follow all its terms and conditions and be held accountable to all provisions.

ARTICLE XXXIV
DURATION

1. This Agreement shall be in full force and effect from April 1, 2008 to and including March 31, 2010.
2. In years in which the Town and Union are unable to reach agreement for a successor agreement, it is mutually agreed that the Town will continue to provide step increases under the then current wage scale and maintain the then existing benefits and the employees will be responsible to continue to pay their share of health premiums and other required employee contributions, including any increases in levels based on higher costs or premiums.
3. Subsequent contract negotiations shall begin no later than June 2009 for the next successor contract.

For the Windham Support Staff

Chief Negotiator

Date

For the Town of Windham

Chief Negotiator

Date



TOWN OF WINDHAM, NEW HAMPSHIRE

OFFICE OF THE SELECTMAN AND TOWN ADMINISTRATOR
POST OFFICE BOX 120, 4 NORTH LOWELL ROAD, WINDHAM NH 03087-0120

SIDE BAR AGREEMENT BETWEEN TOWN OF WINDHAM AND AFSCME LOCAL 1801 (MUNICIPAL UNION)

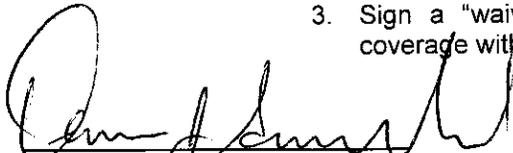
Intent of Sidebar: The Town of Windham and AFSCME Local 1801 agree to enter into a side bar agreement for the purpose of amending the stipend paid to unit employees who waive their health insurance benefit from the present allowance of \$75/month to either \$2500 annually (\$208/month) for waiver of the single plan benefit and \$5,000 annually (\$416/month) for waiver of either the two-person or family plan benefit. The applicable stipends shall be prorated and paid monthly as long as the employee maintains the waiver. This side bar agreement will be effective beginning the next month following execution and will sunset or terminate as of March 31, 2010 at which time the waiver stipend shall revert back to \$75/month regardless of the level of benefit waived unless the Town and Local 1801 reach an agreement to continue the amendment.

With this side bar, **Article XVI Item 1E will then read:**

Employees who would otherwise be eligible for Town health/medical coverage, who elect health insurance coverage under their spouse's plan, or another comparable insurance plan, will be eligible for compensation in lieu of the Town's health insurance plan. Eligible employees will be compensated two thousand five hundred dollars (\$2500) annually (\$208 monthly) for the single plan benefit and five thousand dollars (\$5000) annually (\$416 monthly) for either the two-person or family plan benefit. The applicable stipends shall be prorated and paid monthly as long as the employee maintains the waivers. These stipend levels will be effective beginning the next month following execution of the side bar adopting the new levels and will sunset or terminate as of March 31, 2010 at which time the stipend for those employees who waive the health benefits will revert back to the historical level of seventy-five dollars (\$75) per month, regardless of benefit level waived.

A. To be eligible for this benefit employees must meet the following criteria:

1. Have and show proof of their coverage in a comparable plan.
2. Initially, attend information seminar to explain the effect of this waiver.
3. Sign a "waiver of insurance" for discontinuing health insurance coverage with the Town.


Name: Dennis Senibaldi, BOS Chairman
For the Town of Windham
Date: 7/15/08


Name:
For Municipal Union Local 1801
Date: July 15, 2008