

AGREEMENT BETWEEN

TOWN OF ASHLAND,
NEW HAMPSHIRE

&

STATE EMPLOYEES' ASSOCIATION
OF NH
SEIU LOCAL 1984
ASHLAND TOWN EMPLOYEES

April 1, 2023 – March 31, 2026

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PREAMBLE

The purpose and intent of the Town of Ashland, hereinafter called the Town, and the State Employees Association of New Hampshire, SEIU Local 1984, herein after called the Union, entering into this Agreement is to promote orderly and peaceful relations between the Town and the organized employees in the Bargaining Unit included in the following Agreement.

ARTICLE I RECOGNITION

The Town of Ashland hereby recognizes the SEA/SEIU Local 1984 in accordance with New Hampshire Revised Statutes Annotated Chapter 273-A and amendments thereto, as the exclusive bargaining agent for the certified employee classifications of the Town of Ashland contained in the certification of the Public Employees Labor Relations Board for all full-time and regularly scheduled part-time employees in the following employee classifications by the Town Departments and agencies as follows:

Police Department – Police Department Sergeant; Police Department Patrol Officer; Police Department Administrative Assistant.

Public Works Department – Equipment Operator/Laborer; Mechanic; Senior Town Mechanic and Materials Fabricator; Transfer Station Operator; Foreman; Laborer

Water/Sewer Department – Water Sewer Operator, Lead Distribution and Collections

Utility Office – Utility Office Manager; Utility Clerk; Secretary.

Electric Light Department – Lineworker 1, Apprentice Lineman, Groundman.

All regular part-time employees in the above classifications are defined as Employees who have successfully completed their probationary periods and are assigned a regular work week schedule of twenty (20) hours or more and, except as otherwise provided in the Collective Bargaining Agreement, benefits for regular part-time employees will be on a pro-rata basis in accordance with the Employees work schedule and regular rates of pay.

The Town agrees to provide reasonable notice to the Association concerning the posting of bargaining unit positions or the modification of existing positions. Nothing in this agreement to provide such reasonable notice, however, is intended to infringe upon or restrict in any way the management rights of the Town as described in Article 29 of this Collective Bargaining Agreement.

ARTICLE 2 NON-DISCRIMINATION

Section 1. The Town and the departments covered by this Agreement agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

Section 2. The Town, the departments, and the Union covered by this Agreement agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, sex, sexual orientation, age, or physical handicap.

ARTICLE 3 MAINTENANCE OF MEMBERSHIP

Section 1. Each member of the bargaining unit who, on the effective date of this agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and Union after that date shall continue his/her membership in the Union during the duration of the Agreement: provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Union anytime within five (5) working days prior to the employees' anniversary date thereafter.

Section 2. Any employee who is in the bargaining unit and is not a member of the Union but wishes to have the Union represent them in a grievance shall assume full financial responsibilities as to the actual costs of processing the grievance. Collection of such fees shall be the sole responsibility of the Union.

Section 3. Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Town harmless in any such dispute.

Section 4. The Union shall post notices on all departmental bulletin boards thirty (30) calendar days prior to the anniversary date of the contract to advise employees of their option as provided in Section I of the Article.

Section 5. The Union shall be afforded an opportunity to meet with new employees at orientations offered by the Employer. The presentation may be up to one half hour in duration and shall be conducted by a Union staff person or Union Officer. If a Union staff person is unable to attend the orientation, the Union shall have access to all new employees for up to one half hour at the convenience of the Employer within thirty (30) calendar days following the orientation.

ARTICLE 4 DUES DEDUCTION

Section 1. The Town agrees to authorize the deduction of Local 1984 dues from each employee who has signed an authorization and send said dues along with a statement indicating who has paid dues to the Treasurer of Local 1984, SEA. ***The dues calculation is based on 1.25% of employees' base hourly wages.***

Section 2. The Union will keep the Town informed of the correct name and address of the Treasurer of Local 1984, SEA.

Section 3. This deduction of dues shall be made on a weekly basis and shall be sent monthly to the Treasurer of Local 1984, SEA.

Section 4. If any Employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues, then no deduction will be made from the Employee. In no case will the Town attempt to collect fines, assessments or past due deductions for the Union beyond regular weekly dues.

Section 5. The Union shall be allowed the use of three (3) payroll deductions for any group Program(s) in addition to a due's deduction.

ARTICLE 5 SENIORITY

Section 1. Seniority shall relate to the time an employee has been continuously employed by the Town, except that in the event of a layoff due to lack of work an employee recalled within two (2) years of layoff shall be credited with his/her prior service. In any instance where seniority is considered, seniority shall be on a departmental basis.

Section 2. Seniority shall prevail in matters concerning layoffs and rehiring. Qualified and available permanent employees shall be reinstated before new employees are hired. The Town will not be required to consider employees who have been laid off for more than two (2) years for reinstatement. Seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in Article 6 of this Agreement.

Section 3. All employees shall serve a six-month probationary period. Unless otherwise specified, the probationary period may be shortened or extended by the hiring authority as appropriate.

Section 4. Until an employee has served the probationary period, it shall be deemed that he/she has no seniority status and he/she may be discharged or laid off without cause. Such discharge or layoff shall not be subject to the grievance procedures. ***Probationary employees are credited with seniority accumulated during the probationary period upon completion.***

Section 5. An employee shall not forfeit seniority during absences caused by:

Illness resulting in total disability to his/her regular work with the department involved, certified to by an affidavit from the Worker's Compensation carrier;

Illness not the result of his/her misconduct, resulting in temporary disability, certified to by a periodic physician's affidavit consistent with illness and prognosis except that such affidavit will be required at intervals of no more than every thirty (30) days;

Active Duty Military leave as provided in Article 18 will not affect the seniority of an employee.

Section 6. The employee's present seniority as of the effective date of this contract shall be the seniority considered for the purpose of establishing the seniority system called for in the Article. This seniority must have been continuous in nature as provided in Section I of this Article to merit consideration under this section.

Section 7. The preparation and maintenance of the seniority rosters shall be the responsibility of the Town, approved by the Union, and is to be a part of this agreement. The lists are drawn up and posted once each year in January.

ARTICLES 6 PROMOTIONS AND TRANSFERS

Section 1. The Town reserves and shall have the right to make promotions and transfers but shall be governed by seniority where the employee meets minimum requirements as defined in job descriptions.

Section 2. Jobs to be filled through promotion or lateral transfer shall be posted on Town and Union bulletin boards for a period of five (5) working days. The Union shall be provided adequate space to place a bulletin board in all work sections where bargaining unit employees are assigned.

Section 3. After an award is made of a promotion, the name of the person promoted shall be posted for five (5) working days following said award. Employees may file a grievance within eight (8) working days of the date posted in accordance with the grievance procedure. Employees who are absent during the entire posting period shall be automatically placed on the list for consideration for the positions provided that such employees may, at his/her discretion, have his/her name removed from the list within five (5) working days of returning to work. If an employee is absent and is awarded the position, the Hiring Authority shall notify said employee within five (5) working days at his/her last known address. Said employee shall respond within five (5) working days regarding his/her acceptance. All notifications shall be in writing to the Hiring Authority.

Section 4. Vacancies in management positions which are excluded from the bargaining units shall be posted on the department bulletin boards provided, however- that appointment to these positions shall be at the sole discretion of the hiring authority and shall not be subject to the grievance procedure in this contract.

Section 5. Whenever possible, promotions shall be made from the ranks of the regular employees who are employed by the Town.

Section 6. When a question as to the proper person having been chosen to fill any job arises and cannot be resolved, it will be settled by using the grievance procedure in Article 27.

Section 7. Job posting shall include job specifications, rate of pay, job location, the shift, and also if the job is regular.

Section 8. The above procedures shall be followed in all promotion, vacancies, and transfers whether temporary or regular.

Section 9. An employee who meets the qualifications previously outlined and is promoted to a higher level or alternate position shall be placed in a probationary status not to exceed one hundred eighty days (180) days. The employee shall be evaluated periodically to determine if he/she is performing the job in a satisfactory manner. If an employee is not able to satisfactorily perform the higher level or alternate duties, then he/she shall, at the Town's sole discretion, be reduced in status to the same classification, pay grade and rate of pay as he/she had or would have attained had he/she not been promoted.

Section 10. An employee who is promoted to a higher rated position shall receive the greater of the posted probationary rate or five percent (5%) over their current rate of pay.

ARTICLE 7 HOURS OF WORK AND OVERTIME

Section 1. The normal workweek *for full-time employees* shall consist of eight (8) hours per day for five (5) days per week, Monday through Friday. Full-time and part-time transfer station employees normal work week will include weekend hours. *Full-time police department employees are scheduled for four (4) days of ten (10) hours each shift which may include weekend hours as part of their scheduled week.*

Section 2. All employees working an eight (8) hour workday shall be entitled to a thirty (30) minute unpaid lunch break and two (2) fifteen (15) minute breaks during the course of the workday with the two shorter breaks to be taken in proximity to the job site. Police department employees shall be paid for all breaks including their lunch period and are subject to immediate recall.

Section 3. All employees shall be allowed a ten (10) minute clean up period prior to end of the work shift. The cleanup period shall not apply to the police department.

Section 4. All time worked for all hourly paid bargaining unit employees in excess of forty (40) hours in one week shall be paid at the rate of time and one half. Time worked shall include time actually worked and holiday time only. Sick leave, vacation time or personal time shall not be considered time worked for the purposes of calculating overtime compensation.

Section 5. Any person who has left their place of employment and is recalled to work prior to the next normal shift will be paid for a minimum of three (3) hours; provided further, that an employee who is called back for emergency work and who completes the required task and returns to his/her residence within the three-hour minimum guarantee may be called back for additional emergency work without an additional three (3) hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) hour minimum guarantee period.

Section 6. The workday or workweek will not be interrupted to avoid the payment of overtime.

Section 7. Work outside the normal work schedule which is scheduled in advance which requires employees to be called in for unscheduled work shall be assigned first on a rotating basis among all qualified employees by classification.

Section 8. No temporary employee shall be assigned overtime work until all regular qualified employees have the opportunity for such assignment.

Section 9. Water and Sewer Department employees required to work on Saturdays or Sundays (4 hour minimum) will be paid at time & a half.

ARTICLE 8 PLUS RATES AND ON-CALL PAY

Section 1. Hourly-paid employees in the bargaining unit will be compensated on a plus rate basis of five percent (5%) to the nearest whole cent above his/her present rate for working in a higher level classification for any period of five or more consecutive work days (40 hours). All temporary reclassifications shall be at the sole discretion of the Hiring Authority.

Section 2. Police Details: Police Employees who are assigned, or who volunteer, to work details, which are paid from funds other than Town funds shall be compensated at \$50.00 per hour with a four (4) hour minimum per individual assignment. Outside details administered and paid by an agency other than the Town shall be paid at the rate determined by the requesting agency. Details are to be offered to bargaining unit members prior to non-bargaining unit members signing up.

Section 3. Standby Compensation: Department of Public Works ("DPW") Employees who volunteer during their normal off duty hours to standby duty and are required to be available for communication with their Department during the standby period, and for reporting to work within a reasonable period of time to duty shall receive a standby pay.

Effective July 1, 2020, DPW employees who are assigned to standby duty or requested to be available for standby duty as determined the Department Head shall be paid twenty-five (\$25) dollars per day. Unless otherwise excused by the Department Head, failure to report may result in discipline as provided in Article 25.

Section 4. Standby Compensation: Police Department employees that are assigned to be on-call shall be compensated at an hourly rate of five (\$5) dollars per hour for all hours on-call. If an on call police department employee is called in during the employee's on-call period, then the provisions for call-back pay shall apply.

Section 5. Special On-call Stipends: On-call Electric Department employees shall receive \$300 weekly for on-call duty responsibilities. For periods that include holidays, on-call Electric Department employees shall receive \$350 per week and if the period includes the Christmas and New Years' holidays then the on-call payment shall be \$400 for the period.

On-call Water & Sewer Department employees will receive \$100 for on-call responsibilities. Any hours worked on Saturday or Sunday (4 hour minimum) will be paid at time & a half.

ARTICLE 9
EMERGENCY WORK

Section 1. It shall be the duty of all able-bodied employees to make themselves available during the course of emergency situations. Deliberate refusal to work during such situations without adequate justification may result in disciplinary action.

Section 2. When an employee responds to an emergency work situation, and due to hours worked and/or physical exhaustion is relieved from working the normal work schedule, then time during that normal work schedule shall be considered time worked in the computation of overtime.

ARTICLE 10
HOLIDAYS

Section 1. All regular full-time employees shall be paid for the following named holidays:

New Year's Day	Martin Luther King Jr. Day	President's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Day After Thanksgiving Day	Christmas Day	

Section 2. Paid holidays occurring during the workweek shall be counted as hours for the purpose of determining the forty (40) straight time hours.

Section 3. Holidays that occur on a Saturday will be observed on the preceding Friday and Sunday holidays will be observed on the following Monday. Should a holiday occur during an employee's scheduled vacation, the employee may receive either a paid holiday absence for the day or extend the vacation period by the number of holidays, occurring during the scheduled vacation period.

Section 4. To be eligible for Holiday pay, an employee must work the last regularly scheduled work day preceding the holiday and the first regularly scheduled work day following the holiday, unless the absence is approved by his/her supervisor and/or hiring authority. All employees are eligible to receive Holiday Pay for all hours worked on the holiday at a rate of time and one-half the employee's regular rate of pay.

ARTICLE 11
ANNUAL VACATION

Section 1. Regular full-time and regular part time employees (on a pro-rata basis) will be entitled to annual vacation leave based on the formula below.

Years Worked	Days Accrued per Year
0-1	5
2-4	12
5-9	17
10-14	22
15+	27

Annual accruals shall be credited to the employee in the first pay period of the year. Bargaining unit employees may use accrued vacation leave upon date of hire.

Section 2. Selection of vacation period shall be by departmental seniority and shall be granted insofar as possible at the time requested by the employee in accordance with operating requirements; provided, however, that summer vacation shall not extend beyond two weeks until all eligible persons have had an opportunity to select vacation. Furthermore, a department head may deny a vacation request of an employee if it will result in a disruption of the department or division operations. An employee wishing to exercise seniority for vacation preference shall indicate such preference in writing on or before March 1st of the calendar year. After March 1st vacation preference will be on a first come first serve basis.

Section 3. Except under extenuating circumstances, no employee may carry over more than 40 hours of vacation time from one year to the next. Carryover of vacation time must be approved by the Town Manager.

Section 4. Employees who provide proper notice may elect to receive advance payment for vacation leave for a vacation period longer than 5 continuous days. Request for advance payment shall not be unreasonably denied.

Section 5. For the purposes of separation pay, an employee who leaves Town service that has received their annual vacation accrual, shall have a prorated amount deducted from their final paycheck based on service time.

ARTICLE 12
PERSONAL LEAVE

Each regular, full-time employee is entitled to two personal days per year, credited on January 1 of each calendar year. These days can be used at the employee's discretion with at least 72-hours notice to the department head and the department head's approval. These days are not cumulative and must be used during the fiscal year. The department head shall respond within 24-hours of receipt of request. If no response is given within two working days, the employee may request personal leave from the Hiring Authority. Nothing herein shall prevent a department head from approving personal leave with less than 72-hours notice.

Personal Leave days do not carryover and lapse at the end of the calendar year. Employees who leave town service are not entitled to separation pay for unredeemed Personal Leave days.

Part-time employees shall not be eligible for this benefit.

ARTICLE 13
SICKNESS AND DISABILITY

SECTION A

1. Each regular full-time employee and regular part-time employee on a pro-rata basis, hired on or before March 31, 2012, will be entitled to accrue sick leave at the rate of 1 1/4 days per month (10 hours) up to a maximum of 280 hours. In the event that an employee had more than 280 hours of accrued sick leave as of April 1, 2001, that higher number shall be that employee's maximum accrual rate. Should an employee with more than 280 hours' accrual utilize the grandfathered hours or donate the hours to another employee, the maximum accrual will be adjusted accordingly and may not be increased to the higher rate.
2. Each regular full-time employee and regular part-time employee, on a pro-rated basis, hired on or after April 1, 2012, will be entitled to accrue sick leave at the rate of one-half (1/2) day per month (4) hours for the first year of employment. Upon completion of one year of employment, he/she will be entitled to accrue sick leave at the rate of one and one-quarter (1 1/4) days per month (10) hours up to a maximum of 240 hours.
3. Upon termination, employees will be paid an allowance of any of the unused accrual based on the following: Retirement under the applicable New Hampshire Retirement Group-75%; Resignation-50%; Death Beneficiary, non-job related-75%; Death Beneficiary, job related-100%.
4. Sick hours will be available to employees in increments of 1/4 hour if the employee so desires for the use of doctor's appointment, dental visits, etc.

5. Employees will be allowed, at their discretion, to cash in up to 5 working days a year with a two-week advance notice, instead of carrying the days over to accrual. The maximum of 5 days' cash-in shall take place anytime during the year.

SECTION B

1. Any single absence in excess of five (5) regularly scheduled workdays will be treated in accordance with the provisions of Article 13, Section C4 below, Sickness and Accident Disability.
2. At the discretion of the Town Manager, and at no cost to the members, a doctor's certificate, the cost of which shall be borne by the Town, may be required for any absence due to personal sickness or injury in excess of three (3) but less than six (6) scheduled workdays. Any absence in excess of five (5) regularly scheduled workdays will require a doctor's certificate for payment eligibility as provided in this Article.
3. It is understood that abuse of sick leave may result in disciplinary action to the member consistent with Article 25 of this Agreement.
4. A regular full-time member or a regular part-time member, on a pro-rata basis, shall be eligible for Personal Sickness and Accident Disability benefits beginning with the sixth (6th) regularly scheduled workday of absence upon presentation of physician's certificate based on the following employment schedule:

6 months but less than 2 years	6 weeks @ 60% pay
2 years but less than 5 years	6 weeks @ 60% pay, 6 weeks at full pay
5 years but less than 10 years	6 weeks @ 60% pay, 14 weeks at full
10 years but less than 15 years	pay 6 weeks @ 60% pay, 30 weeks at full pay
15 years but less than 20 years	36 weeks @ full pay
20 year plus	52 weeks @ full pay

A member having grandfathered sick leave under this Article may utilize such accruals to supplement the provisions of Section B4 of this Article in the event the term of a disability exceeds the member's eligibility schedule provided in Section B4 of this Article.

Maintaining eligibility for the term of the absence will require ongoing evidence that the member is under the ongoing care of a physician and following an approved, recommended treatment program. Reinstatement from a disability absence will require a physician's certificate verifying the member's fitness for work. The Town may, at its expense and discretion and as a condition for continued coverage or reinstatement, schedule a member absent under this Article to see a second physician of the Town's

choosing if it has reason for concern relative to either the member's treatment program or expected recovery period. In the event there is a difference of opinion between the member's treating physician and the Town's second opinion physician, the Town may, at its expense and discretion and as a condition continued coverage or reinstatement, schedule the member for a third medical opinion with a physician mutually agreed upon by the treating and second opinion physicians to resolve any discrepancy between treating and second opinion physicians. The Town will rely on the above process in determining eligibility for continued coverage or reinstatement.

5. A member who refuses to provide evidence of ongoing treatment, and/or refuses to submit to second and third medical opinion diagnosis and/or to modify the treatment program as determined appropriate through second/third medical opinion process shall be subject to disciplinary action.
6. If, after receiving benefits for a medically certified disability absence, a member returns to work for less than two (2) weeks and becomes disabled again for the same or another disability, benefits will resume on the first day of absence. If a member returns for two (2), but less than twelve (12) weeks, benefits will not start again until the sixth (6th) regularly scheduled workday. In either case, the duration of benefits paid during the previous absence is counted in determining the amount and duration of benefits regardless of whether the absences are due to the same or different cause. After twelve (12) weeks back at work a member will again be eligible for the full benefit payment schedule as provided for in Section B4 of this Article.
7. Partial Disability: In the event a member is determined fit to return to work on a part-time basis, benefits for the difference between the part-time and full-time hours will be paid in accordance with the schedule provided in Section B4 of this Article. In no case shall the application of full and/or partial benefits extend beyond the benefit schedule provided in Section B4 of this Article.

ARTICLE 14 FAMILY MEDICAL LEAVE OF ABSENCE

Under the provisions of the Family Medical Leave Act of 1993 ("FMLA"), all employees who have been employed by the town for at least twelve (12) months and have worked at least 1,250 hours during the prior twelve (12) months prior to a leave request are entitled to take an unpaid leave of absence of not more than twelve (12) work weeks in the event of:

- (A) the birth of a child, in order to care for the child (leave must be taken within twelve (12) months of the birth of the child);
- (B) an adoption or foster care placement of a child, in order to care for the child (leave must be taken within twelve (12) months of the adoption or placement);

- (C) a serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is not capable of self-care and the employee is needed for such care; or
- (D) a serious health condition of the employee which results in the employee's inability to perform his or her job

As stated above, an eligible employee is entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins FMLA leave. In other words, the number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). For example, if an employee has taken eight (8) weeks of FMLA leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken when a second leave is requested. If an employee used four (4) weeks beginning February, 1999, four (4) weeks beginning June 1, 1999, and four (4) weeks beginning December 1, 1999, the employee would not be entitled to any additional leave until February 1, 2000. Beginning on February 1, 2000, the employee would be entitled to four additional weeks.

FMLA leave for the birth or placement for adoption or foster care of a child as described in paragraphs A and B above, must be taken all at once unless otherwise agreed to by the Town. If medically necessary, FMLA leave due to illness as described in paragraphs C and D above may be taken on an intermittent or reduced work schedule basis. If intermittent FMLA leave is requested, the town may require the employee to transfer temporarily to an alternate position, which better accommodates periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

An employee's accrued, unused vacation time will be included as part of the twelve (12) week leave requirement for types A, B, or C leaves listed above. For example an employee with two (2) weeks earned, used vacation time is required to use that time before taking not more than ten (10) additional paid weeks. For type C or D FMLA leave, employees will be required to use annual accrued sick time before utilizing vacation time. If an employee qualifies for disability payments under the town's personal sickness, and disability leave, the employee may opt, but will not be required, to apply a pro-rata share of any remaining accrued, unused sick leave or vacation once sick leave accrued is exhausted to supplement the difference between the short term disability benefit and his/her regular base pay.

If the employee on FMLA leave is an exempt employee and is among the highest paid ten percent of town employees within a seventy-five mile radius and keeping the job open for the employee would result in substantial economic injury to the town, reinstatement can be denied at the end of the leave period.

When an employee requests any leave of absence that qualifies as leave under the FMLA, including time when the employee is receiving worker's compensation benefits, the town may designate such leave as FMLA leave upon written notification to the employee.

Status of Employee Benefits

While on FMLA leave employees may continue to participate in the town's group health insurance program in the same manner as employees not on FMLA leave. If the FMLA leave is paid through use of earned vacation, personal, or sick time, the insurance premiums will continue to be paid through payroll deductions. In the event of unpaid FMLA leave, the employee must pay to the town the employee's share of any medical insurance premiums once per month in advance of the first day of each month. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return is because of a serious health condition or for other reasons beyond the employee's control.

Benefit entitlements based on length of service will be calculated as of the last paid workday to the start of the leave of absence. For example, an employee on leave will not accrue vacation or sick time. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original or comparable position.

Basic Regulations and Conditions of Leave

The town may require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. Medical certifications and periodic recertification's shall be at the employee's expense. At its discretion and expense, the town may require a second medical opinion regarding the initial certification. If the first and second opinions differ, the town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the town and the employee.

Notification and Reporting Requirements

When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice and make efforts to schedule leave so as not to disrupt town operations. In the case of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to employees own illness, the employee must present a written authorization from his or her doctor stating the employee is ready to return to work.

Procedures

A request for Family and Medical Leave of Absence Form should be submitted to your immediate supervisor and the Town Manager. If possible, the form should be submitted thirty (30) days in

advance of the effective date of the FMLA leave. Forms are available in the Town Manager's office.

All requests for FMLA leaves of absence due to illness should include the following information to be supplied by the treating medical provider: 1) the date on which the serious health condition commenced; 2) the probable duration of the condition; and 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, for purposes of FMLA leave for a child, spouse, or parent, the request should give all estimate of the amount of time that the employee is needed to provide such care. For the purposes of FMLA leave for an employee's illness, the request must state that the employee is unable to perform at least one of the essential functions of his or her position. In the case of a medical treatment, the certification must include the dates on which such treatment is expected to be given and the duration of the treatment.

Coordination with Other Town Policies: Reference to FMLA and Federal Regulations

In the event of any conflicts between this policy and other town policies the provisions of this policy shall govern. The FMLA and the FMLA federal regulations issued by the U.S. Department of Labor contain many limitations and qualifications for entitlement and governance of FMLA leave not stated herein.

The terms of the FMLA and the FMLA federal regulations are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

ARTICLE 15 WORKER'S COMPENSATION

Absence of an employee for causes occurring while engaged in working for the town and covered by worker's compensation as specified by the laws of the state of New Hampshire shall receive, from the town's insurer, worker's compensation, in a dollar amount and for a period of time specified by state law.

Incidents which may result in awarding Worker's compensation must be reported to the department head as soon as possible to ensure prompt processing of claims and proper compliance with insurance laws.

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

ARTICLE 16
LEAVE OF ABSENCE

Section 1. The Town agrees to allow the steward or alternate steward reasonable time, without loss of pay during regular working hours for the purpose of investigating processing and settling grievances. The Union representatives shall obtain prior permission to absent themselves from work before leaving a work site and shall obtain prior permission of the immediate supervisor involved before interrupting the work of an employee located at a different work site.

Section 2. Time lost by a representative of the Union on grievance settlements or negotiations shall be paid for by the Town as provided in RSA 273-A:11.

Section 3. The Town agrees when possible to authorize three (3) days off, to be divided among such officers, stewards or councilors at the discretion of the union, in any calendar year, without loss of time of pay to attend Association training programs or meetings. The Association shall notify the Town no less than twenty (20) days in advance of such training programs. Any leave or time off provided for in this Article may be refused or withheld if such leave or time off will interfere with the normal and orderly operation of the department. It is expressly understood and agreed that such refusal or withholding of leave or time off shall be reasonable and not arbitrary

A regular town employee may be granted a leave of absence without pay by the Hiring Authority upon recommendation of the Town Manager for a period deemed necessary by the employee for the purpose of leave but not in excess of six (6) months and only if determined that the essential functions of the department will not be interrupted by the granting of such leave. The employee shall return to work upon expiration of the granted leave or arrange an extension of the leave prior to its expiration.

No leave, including extensions, may be granted for a total leave period greater than one (1) year. Failure on the part of the employee to return to work on expiration of a granted leave without having arranged for an extension may be deemed a resignation. When computing length of service for any reason, time spent on leave of absence shall not be counted. In effect, this action changes the anniversary date of the employee on leave. The position vacated by an employee on leave may be temporarily filled by the Board of Selectmen at the same or lower rate of pay.

The six-(6) month limit does not apply to leave without pay for military duty.

Section 4. Once in each calendar year employees who have reported to work and are called away due to a family emergency or illness will be given the remainder of the day off with pay. Additional time off will be without pay or taken as earned vacation or accrued personal time with supervisory approval.

ARTICLE 17
BEREAVEMENT LEAVE

Section 1. Bereavement leave of up to five (5) working days with pay shall be granted a regular or part-time employee who works at least twenty (20) hours per week in the event of the death of his/her: spouse, significant other, child, parent, sibling, grandparent or guardian.

Section 2. Bereavement leave of up to three (3) working days with pay shall be granted a regular or part-time employee who works at least twenty (20) hours per week in the event of the death of his/her parent in-law, son or daughter-in-law, grandchild, brother-in-law, sister-in-law.

Section 3. Bereavement leave of one (1) working day with pay shall be granted a regular or part-time employee who works at least twenty hours per week in the event of the death of his/her aunt or uncle.

Section 4. Under no circumstances shall bereavement leave be paid on an overtime basis.

ARTICLE 18
MILITARY LEAVE

An employee who is called to or ordered and performs short-term annual active duty for training as a reserve of the United States Armed Forces Reserve shall be paid as provided herein and in accordance with Federal Law, for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence. This policy includes performance of State active duty as a National Guard Member. In order to receive payment under this paragraph, an employee must give the town prior notice of such military duty upon return to work, furnish the Town with a statement of the military compensation (other than travel and per diem) received for performing such duty. Payment under this paragraph is limited to a maximum of ten (10) working days in a calendar year. In computing the pay due the employee, if any, payment will reflect the difference between the employee's straight time rate for the days in question and the military payment for the number of days involved if the normal pay exceeds the military pay for the specified period.

ARTICLE 19
JURY AND WITNESS DUTY

An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Town an amount equal to the difference between the amount of wages the employee would have earned by working during straight time hours for the Town for each day on which he/she reports for or performs jury duty and in which he/she would otherwise have been scheduled to work for the Town.

In order to receive payment an employee must give prior notice that he/she has been directed to report and must furnish satisfactory evidence that he/she reported and performed jury duty on the days for which he/she claims such payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE 20
LIFE INSURANCE

Section 1. Each full-time employee shall be entitled to life insurance on a group policy. Coverage will begin the first of the month following the date of hire. Coverage will be equal to one times annual base salary to a maximum fifty thousand (\$50,000.00) dollars up to age 65 when coverage will be 65% of annual base salary. Coverage will be 50% of annual base salary at age 70 and above. Above referenced employees will also be eligible for accidental death and dismemberment coverage equal to one times their annual base salary to a maximum of fifty thousand (\$50,000.00) dollars up to age 65 when coverage will be 65% of annual base salary. Coverage will be 50% of annual base salary at age 70 and above. All coverage will terminate upon severance of employment.

Section 2. The Town reserves the right to contract with a qualified insurance carrier of its choosing to provide the above amounts of benefits.

ARTICLE 21
HEALTH INSURANCE

The town shall provide health insurance coverage for bargaining unit employees as follows:

Section 1. Effective July 1, 2020, the Town will provide employees with health insurance coverage under Access Blue New England AB15IPDED(07L)-RX10/20/45/3K(L). The employee's cost for AB15IPDED(07L)-RX10/20/45/3K(L) coverage will be ten percent (10%) of the premium and the Town will pay ninety percent (90%) of the premium.

Section 2. A regular part time employee whose normal workweek is thirty (30) hours or more may participate in the town's group hospitalization and medical insurance coverage at the employee's expense. The employee shall authorize the town to deduct from the employee's weekly pay sufficient monies to pay the monthly premium for such coverage.

Section 3. It is agreed by all parties concerned that the town reserves and shall have the right to change the insurance carrier or to become self-insured, provided the benefits to participants are not decreased.

Section 4. Employees on role as of April 2001, who retire with twenty (20) years continuous service with the Town under the New Hampshire Retirement System plan will be eligible to receive single person health insurance coverage provided employee left the town in good standing. Employees hired after April, 2001 will be eligible for health insurance coverage as provided by NH Statute upon retirement.

Section 5. Effective April 2012, any regular, full-time employee eligible for health Insurance who can demonstrate they are currently covered under a spouse's coverage and opts not to partake of

the town's health coverage may make application to the town to receive 25% of the HMO premium the town would normally pay for single, two-person, or family coverage as would be appropriate to the employee's family. Payment and review of coverage will be made quarterly on application by the employee for the prior quarter. *Upon separation, opt out benefits will only be paid to former employees that filed a request prior to the separation date.*

Section 6. The Town shall review the rising costs of health insurance periodically throughout the duration of this contract and reserves the right to contact the Union for renegotiation purposes as needed.

ARTICLE 22 WAGE RATES

Effective and retroactive to April 1, 2023, bargaining unit employees shall be placed on the new wage table, herein identified as Appendix A, *subject to the following adjustments:*

Police employee base wages will be increased by \$6.00 per hour, Highway employee base wages will be increased by \$2.50 per hour and all other employee base wages will be increased by \$1.00 per hour.

Effective July 1, 2023, bargaining unit employees shall receive a cost of living wage adjustment of three percent (3%).

Effective April 1, 2024, all bargaining unit employee base wages will be increased by \$1.00 per hour.

Effective July 1, 2024, bargaining unit employees shall receive a cost of living wage adjustment of two percent (2%).

Effective April 1, 2025, all bargaining unit employee base wages will be increased by \$1.00 per hour.

Effective July 1, 2025, bargaining unit employees shall receive a cost of living wage adjustment of one percent (1%),

New employees shall move to the end of probation step wage upon successful completion of the employee's probationary period unless the employee has already received an annual wage adjustment higher than the end of probation step.

Paychecks will be distributed on the Thursday after the completed workweek. In the event that Thursday fall on a holiday, paychecks will be distributed on the prior day.

New employees shall be paid at the entry level rate however nothing herein shall prevent the employer in paying a newly hired employee at a wage rate higher than the entry level wage based on training, experience, certifications, education or any other criteria deemed relevant by the employer. If the employer grants a high entry level rate to a newly hired employee, any current

employee that possesses the same criteria deemed relevant by the employer in awarding the higher than entry-level wages then that employee shall receive an increase in wages in order to achieve comparable pay with the newly hired employee.

ARTICLE 23 UNIFORMS

All bargaining unit employees will be required to wear a departmental uniform, if the employee's job so requires, during working hours. The uniform items listed below shall constitute the official uniform of the Municipal Services Department and there shall be no substitution of items by the employee or alterations of uniform.

The following items shall be issued to each employee by the Department and shall be subject to the replacement policy listed below.

ITEM	REPLACEMENT
5 Uniform Sweatshirts	As needed
11 Uniform Pants	As needed
11 T-shirts	Annually in May
2 Insulated. water resistant, three-season jacket	As needed

In addition to the replacement schedule, above, the department head may authorize early replacement of any item in the event of unusual wear or damage in the course of town employment. Uniforms shall be worn only while the employee is in the performance of his/her duties or commuting to and from such duties.

The town shall provide a boot/clothing allowance not to exceed two-hundred dollars (\$200) per year. It is intended that reimbursement will be for the type of boots/clothing required for the position. Employees will present receipt for such purchase before reimbursement is made. In the event the assignment/position requires protective clothing, such clothing will be provided by the town.

Upon hire, officers shall be issued the required uniforms and equipment necessary to meet department standards. Thereafter, employees shall receive replacements as needed. The parties agree that each police officer shall be issued a protective vest (fit appropriate) by the town. Protective vests shall be replaced as needed if damaged or destroyed in the line of duty or per the manufacturers requirements, whichever comes first.

ARTICLE 24 EXPENSES

Employees incurring expenses while on town business will be reimbursed in accordance with the prevailing town policy.

ARTICLE 25
DISCIPLINARY
PROCEDURES

An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Disciplinary action will normally be taken in the following order:

- (a) Verbal warning (will be followed up in a written format indicating that a verbal warning has been issued)
- (b) Written warning
- (c) Three-day suspension without pay
- (d) Discharge

The above sequence need not be followed if an infraction is sufficiently severe to merit a progressively higher level of discipline. Additionally, the town reserves the right to take disciplinary action in a manner consistent with the efficiency of operations and appropriate to the infraction involved.

ARTICLE 26
TUTION REFUND

Courses which are a requirement of the job within a department shall be paid for entirely department. Employees will attend at their regular rate of pay and be reimbursed for mileage if a personal car is used. Full-time, regular employees taking courses which are related to, but not required for jobs may be eligible for a 66% tuition refund at the discretion of the Selectmen within the limits of its budget. This includes books or lab fees. Employees will not attend elective courses in a pay status nor will employees be reimbursed for mileage related to attendance unless attendance in pay status and or reimbursement for mileage is specifically approved prior to attendance.

All courses must be approved in advance by the Board of Selectmen, and satisfactorily completed with a grade of B or better. Upon completion, proof of payment and satisfactory completion must be presented to the Town Manager for reimbursement under this policy. When a Federal or State program pays for part or all tuition, books and lab fees, the Town will reimburse the employee only for actual costs not reimbursed from other sources.

ARTICLE 27
GRIEVANCE PROCEDURE

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

Any employee having an individual problem involving the interpretation or application of any of the foregoing rules, policies, and the contract may seek adjustment in accordance with the

following procedural steps. There shall however be no recourse for an employee discharged during a probationary period. The grievance procedure shall be as follows:

STEP 1 - The employee shall bring the grievance to the attention of a supervisor within five (5) workdays of the event or within five (5) workdays of when the employee reasonably could have known of the event causing the grievance but in no case more than thirty (30) days following the event. The department head shall respond within five (5) workdays of receiving the grievance.

STEP 2 - If not satisfied with the decision of the department head, the grievant shall submit the grievance in writing to the Town Manager within five (5) workdays of receipt of the department head's decision. The Town Manager shall respond within fifteen (15) workdays of receipt of the grievance.

STEP 3 - If the employee feels that a further review is justified, notification to that effect and a statement of all the facts pertaining to the problem shall be made in writing to the Board of Selectmen within five (5) work days from the date the employee was informed of the Town Manager decision. The Board of Selectmen shall review the grievance and render a decision or schedule a hearing within five (5) workdays from the date submitted to them. If a hearing is scheduled, it shall be within fifteen (15) workdays from the date of receipt by the Board of Selectmen and a decision rendered in writing within ten (10) workdays thereafter. If any of the time constraints are not met in the above steps, then the grievance will automatically move forward to the next step.

STEP 4 — If the grievant(s) and/or the Union is not satisfied with the decision of the Board of Selectmen, the Union shall notify the Selectmen within twenty (20) work days, following receipt of the decision of the Board of Selectmen, of their intention to submit the grievance to arbitration.

The arbitrator shall be chosen by mutual agreement of the parties, or failing agreement, appointed by the NH Employees Labor Relations Board (NH PELRB).

The Town and the Union may arrange mutually agreeable terms for a pre-hearing conference to consider means for expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts and authenticating exhibits, and the scheduling of the arbitration hearing. Arbitration hearings shall normally be held during the regular workday hours.

The grievant(s), the grievant(s)'s steward and the employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty in order to participate in the arbitration hearing without loss of time or compensation.

The Arbitrator shall not have the power to add to, ignore, or modify any of the terms or conditions of this agreement. The Arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement.

The Arbitrator shall not substitute his/her judgment for that of the parties in the exercise of rights granted to retained by this Agreement. The decision of the Arbitrator shall be final and binding on the parties.

The fees and reasonable expenses of the Arbitrator shall be borne, by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. It is expressly understood that either the Association or the Town may initiate informal action with the other party to resolve the grievance prior to going to arbitration,

Should either party for any reason decide to reconsider the grievance, the other party shall agree to cooperate in the reconsideration. However, failure to reach a settlement shall not prejudice the request for arbitration. .

Missed Time Limits: Failure by the Town or its agents to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step, as provided for herein. Failure of the grievant in any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

Extension of Time Limits: All the time limits herein may be extended by mutual agreement of the Town and the Union. Should any time limit provided for herein expire on a weekend or holiday, then the time limit set forth shall be extended to the next regular non-holiday weekday (Monday through Friday).

ARTICLE 28 NO STRIKE, NO LOCKOUT

Under no circumstances will the Union cause, encourage, sponsor, or participate in any strike, sit down, stay in, sick out, work slowdown, withholding of services, or any curtailment of work or restriction or interference with the operations of the Departments or the Town of Ashland during the term of this agreement. The Town agrees not to invoke or sanction any lockout of the Union employees during the term of this Agreement.

ARTICLE 29 MANAGEMENTS RIGHTS

The employer hereby retains and reserves unto itself, all powers, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Hampshire and of the United States and shall not be deemed to be limited in any way in the exercise of the regular and customary functions of a public employer's management. Further, all rights which ordinarily vest in and are exercised by public employers except such as are specifically relinquished herein are reserved to and remain vested in the employer. The employer retains the right to exercise managerial policy within its exclusive prerogative; to manage its affairs efficiently and economically including but not limited to, the use of technology, employer's organizational structure and selection, assignment, number, direction and discipline of its personnel; to determine the methods and means of operations: to determine work schedules, work shifts and number of

hours to be worked. Further, the employer retains the right to adopt, change, enforce, or discontinue any rules, regulations, procedures and policies not in direct conflict with any provisions of this Agreement: state or federal law as delineated under NH Revised Statutes Annotated or U.S. Code, as to continue public control of the Town of Ashland. This enumeration of management's rights shall not be deemed as to exclude other management rights not specifically enumerated and the employer retains solely and exclusively all of its common law, statutory and inherent rights.

ARTICLE 30 SUBCONTRACTING

The Town recognizes the concerns of the Union in regard to contracting or sub-contracting work which results in a reduction of the work force. If the Town or a department of the Town covered by this Agreement changes its method of operations which involves contracting out work which is being performed by bargaining unit employees, the Town and/or department will give ninety (90) days' notice to the Union of its intention. Furthermore, the Town will make every effort to absorb affected employees into other Town positions, In those cases, where employees are not absorbed into Town positions, the Town and/or department will provide as much advance notice of pending layoff as reasonably possible.

ARTICLE 31 SEVERABILITY

In the event that any article or section of an article of this Agreement is declared to be illegal, void, or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other articles and sections of article shall remain in full force and effect to the same extent that the article or section of an article declared to be illegal, void, or invalid have never been incorporated into this Agreement, except that the parties agree to meet within ninety (90) days to negotiate a substitute for the invalidated article or section thereof.

ARTICLE 32 INCLEMENT WEATHER

In the event the employer deems a day to be an inclement weather day, non-emergency personnel have the option of reporting to work, or they may use a personal day or vacation day instead. Public Works Department and the Police Department employees must report to work. Utility department employees may elect to remain home on paid leave but are subject to responding to call-ins.

ARTICLE 33
DURATION

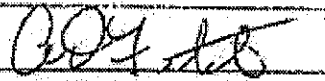
This agreement as executed by the parties, is effective April 1, 2023 and shall remain in full force and effect until March 31, 2026.

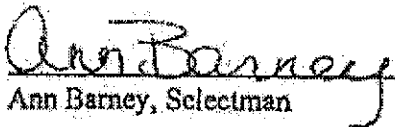
Renegotiations of this Agreement will be affected by written notice by one party to the other not later than August 1, 2025 or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after receipt of such notice.

In witness whereof, the parties hereto by their authorized representatives have executed this contract on this 15 day of May 2023.

For the Board of Selectmen,


Robert Letourneau, Chairman


Andy Fitch, Vice Chairman

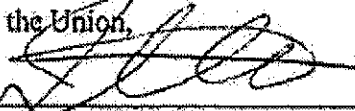

Ann Barney, Selectman

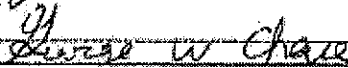

Charles Bozello, Selectman


Rebecca Hartley, Selectman


Frederick Welch, Town Manager

For the Union,


John Moretto, Chapter President


George Chase, Negotiator


Anne Sullivan, Negotiator


Neil Smith, Field Representative

ATTACHMENT A

<u>Admin Assistant</u>		
	1%	2%
Hire	End of Probation	Step 21
\$17.17	\$17.34	\$23.70

<u>Utility Clerk FT</u>		
	1%	2%
Hire	End of Probation	Step 21
\$20.04	\$20.24	\$27.67

<u>Utility Clerk PT</u>		
	1%	2%
Hire	End of Probation	Step 21
\$16.23	\$16.39	\$22.41

<u>Utility Office Manager</u>		
	1%	2%
Hire	End of Probation	Step 21
\$24.49	\$24.73	\$33.81

<u>Lineworker 1/RG 34.5</u>		
	1%	2%
Hire	End of Probation	Step 21
\$45.90	\$46.36	\$63.36

<u>Lineworker 3</u>		
	1%	2%
Hire	End of Probation	Step 21
\$33.68	\$34.02	\$46.50

<u>Groundman</u>		
	1%	2%
Hire	End of Probation	Step 21
\$35.19	\$35.54	\$48.58

<u>Operator (Water & Wastewater)</u>		
	1%	2%
Hire	End of Probation	Step 21
\$24.43	\$24.67	\$33.73

<u>Supervisor (Water & Wastewater)</u>		
	1%	2%
Hire	End of Probation	Step 21
\$25.42	\$25.67	\$35.09

<u>Transfer Station Attendant</u>		
	1%	2%
Hire	End of Probation	Step 21
\$16.00	\$16.16	\$22.09

<u>Equipment Operator/ Laborer</u>		
	1%	2%
Hire	End of Probation	Step 21
\$19.00	\$19.19	\$26.23

<u>Laborer</u>		
	1%	2%
Hire	End of Probation	Step 21
\$17.87	\$18.05	\$24.67

Highway Foreman

	1%	2%
Hire	End of Probation	Step 21
\$22.50	\$22.73	\$31.06

Mechanic

	1%	2%
Hire	End of Probation	Step 21
\$23.63	\$23.87	\$32.62

Mechanic II

	1%	2%
Hire	End of Probation	Step 21
\$30.00	\$30.30	\$41.41

Police Officer

		2%
Hire	End of Probation	Step 21
\$19.46	\$24.46	\$33.43

The exception with the end of probation in the officer position is that the hire rate is for a certified officer can take place in any of the steps.

Police Sergeant

	1%	2%
Hire	End of Probation	Step 21
\$27.03	\$27.30	\$37.31

