

**AGREEMENT BETWEEN  
TOWN OF BARRINGTON  
AND  
AFSCME COUNCIL 93, LOCAL 863  
HIGHWAY DEPARTMENT  
AND  
TRANSFER STATION AND RECYCLING CENTER  
EMPLOYEES**

**APRIL 1, 2024 – MARCH 31, 2027**



TABLE OF CONTENTS

ARTICLE 1 AGREEMENT, PURPOSE, AND NON-DISCRIMINATION  
ARTICLE 2 RECOGNITION  
ARTICLE 3 EXCLUSIONS  
ARTICLE 4 PROBATION  
ARTICLE 5 MANAGEMENT RIGHTS  
ARTICLE 6 NO STRIKE  
ARTICLE 7 UNION BUSINESS  
ARTICLE 8 UNION DUES  
ARTICLE 9 GRIEVANCE PROCEDURE  
ARTICLE 10 DISCIPLINARY ACTION  
ARTICLE 11 STANDARDS OF CONDUCT  
ARTICLE 12 CDL DRUG AND ALCOHOL POLICY  
ARTICLE 13 SENIORITY  
ARTICLE 14 PROMOTIONS AND TRANSFERS  
ARTICLE 15 PERFORMANCE EVALUATIONS  
ARTICLE 16 WORK WEEK/HOURS OF WORK  
ARTICLE 17 ATTENDANCE  
ARTICLE 18 OVERTIME AND EMERGENCY WORK  
ARTICLE 19 STANDBY/ON-CALL TIME  
ARTICLE 20 HOLIDAYS  
ARTICLE 21 EARNED TIME  
ARTICLE 22 FAMILY AND MEDICAL LEAVE  
ARTICLE 23 MILITARY LEAVE  
ARTICLE 24 JURY DUTY/WITNESS LEAVE  
ARTICLE 25 CLOTHING STIPEND AND EXPECTATIONS  
ARTICLE 26 INSURANCE COVERAGE  
ARTICLE 27 RETIREMENT PLAN  
ARTICLE 28 WAGE RATES  
ARTICLE 29 SEPARABILITY  
ARTICLE 30 DURATION  
SIGNATURE PAGE  
  
APPENDIX A MEMBERSHIP APPLICATION



## ARTICLE 1 AGREEMENT, PURPOSE, AND NON-DISCRIMINATION

- 1.1 This agreement between the Town of Barrington, New Hampshire (hereinafter called the “Town”) and the Barrington New Hampshire Highway Department and Transfer Station and Recycling Center Employees, American Federation of State, County and Municipal Employees (AFSCME) Council 93, Local 863 (hereinafter called the “Union”), is made and entered into on this 7 day of **APRIL**, 2024.  
The general purpose of this Agreement is to set forth agreements reached between the Town and the Union with respect to wages, hours, and other terms and conditions of employment.
- 1.2 The Town and Union agree not to discriminate against a member of the Union because of race, creed, color, sex, age, religion, sexual orientation, Union status, or any other characteristic or status protected by law.

## ARTICLE 2 RECOGNITION

- 2.1 The Town recognizes the Union as the exclusive bargaining agent of the Bargaining Unit in the Certification of Representation as follows: All full-time Truck Driver/Laborer/Equipment Operators, full-time Transfer Station and Recycling Center Lead Attendant, and part-time Transfer Station and Recycling Center Attendants.
- 2.2 The term “Employee” as used herein refers to members of the unit as listed above.

## ARTICLE 3 EXCLUSIONS

- 3.1 This Agreement excludes the Road Agent and Transfer Station Administrator and Support Assistant and all other town employees, including confidential and supervisory employees as described in NH RSA 273-A.

## ARTICLE 4 PROBATION

- 4.1 All new employees will be required to successfully complete a probationary period. During the probationary period, an employee is eligible for those benefits for which the position qualifies. The probationary period will be ninety (90) days in duration and may be extended for an additional ninety (90) day period by the Road Agent.
- 4.2 The supervisor shall meet with each new employee during the probationary period to review the employee’s performance. Where appropriate, the supervisor will offer remedial suggestions for improvement.
- 4.3 Upon satisfactory completion of the probationary period, employees enter the “regular” employment classification.
- 4.4 All employees who have been promoted to new positions shall be required to complete a ninety (90) day probationary period in the new position before the promotion is considered to be fully approved.



- 4.5 Personnel who leave the employment of the Town and are re-hired more than ninety (90) days after separation, except those granted a leave of absence or recalled after a layoff of less than twelve (12) months, shall serve another probationary period and shall in all other respects be treated as a new employee.

#### ARTICLE 5 MANAGEMENT RIGHTS

- 5.1 The employer retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the State of New Hampshire (including but not limited to NH RSA 273-A) and of the United States.
- 5.2 All rights that ordinarily vest in and are exercised by public employers that are not specifically relinquished in this Agreement are reserved to and remain vested in the Employer.
- 5.3 Except as otherwise granted or modified by this Agreement, the Employer possesses the sole right to operate Town government, subject to applicable law, and to exercise managerial policy within its exclusive prerogative, to manage its affairs efficiently and economically including, but not limited to, the use of technology, the Employer's organizational structure, selection, promotion, transfer, assignment, number, direction, and discipline of its personnel. Further, the Employer retains the right to adopt, change, enforce, or discontinue any rules, regulations, or procedures, including the Town's Personnel Policy and Health and Safety Policy, to direct employees in their duties, to establish reasonable work rules, to take disciplinary action for just cause, to relieve employees from their duties because of lack of work or a lack of funding, to take whatever action is necessary to comply with State or Federal law or Town ordinance, to introduce new or improved methods or facilities, to change existing methods or facilities, and to take whatever action is necessary to carry out the functions of the Employer in an emergency situation.

#### ARTICLE 6 NO STRIKE

- 6.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdown of any kind while on duty, multiple resignations, withholding of services or any curtailment of work or restriction or interference with the operations of the Town of Barrington. In the event of any such activity, the Town shall not be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased. Further, the Town may, at its option, institute any or all proceedings in court, at law or in Equity, as it may choose.
- 6.2 In the event that any of the activities described above, or any genetically similar activities occur, then the members of this Union shall individually and in their capacity as Union Officers immediately call upon each participant and urge an immediate end to such activities. It is understood that any employee violating this Article may be subject to immediate discharge.

## ARTICLE 7 UNION BUSINESS

- 7.1 Within forty-eight (48) hours of election, the Union shall notify the Road Agent and Town Administrator of the names and titles of those holding union office.
- 7.2 The union will designate one (1) of its members to process any grievance that might arise from the terms of this contract. That designee shall be allowed to process any grievance during his regularly scheduled shift with no loss of pay. That designee must request time in advance from the Road Agent or his/her designee to process the grievance. Said grievance processing time shall not exceed sixty (60) minutes without the permission of the Road Agent.
- 7.3 The Union shall inform the Road Agent of the dates and times of negotiating sessions and the names of those team representatives who will be in attendance. For the purposes of negotiating sessions no more than one member of the negotiating team will be allowed to participate during their scheduled work shift.
- 7.4 The Town will allow a Union bulletin board which will be located in the Highway Department. The bulletin board will be maintained by and will be the responsibility of the Union. The Union will be responsible to ensure that the bulletin board is used only for union business.

## ARTICLE 8 UNION DUES

- 8.1 Deduction Right: The Union shall have the exclusive right to the deduction and transmittal of Union dues on behalf of each member.
- 8.2 Authorization of Deduction: A member may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be a form acceptable to the Town and shall bear the signature of the employee. An employee may withdraw his/her authorization for the deduction of Union dues by giving at least 12 (twelve) months' notice in writing to the Town. A copy of the revocation shall be forwarded to the Union. See Appendix A for a copy of the union membership application.
- 8.3 Transmittal of Dues: The Town shall deduct dues from the pay of employees who request such deduction in accordance with this Article and transmit such funds to the Business Manager for the Union, the amounts so deducted together with a list of employees whose dues are transmitted. Payment shall be sent to: Business Manager, AFSCME Council 93, 8 Beacon Street, Boston Massachusetts 02108. The Union shall promptly inform the Town of Barrington the correct name and address of the local Treasurer.
- 8.4 Indemnity: The Union shall indemnify and save the Town harmless from any and all claims, demands, suits, or any other action arising under this Article, which are caused by the Union.

## ARTICLE 9 GRIEVANCE PROCEDURE

- 9.1 The purpose of the procedure set forth hereinafter is to produce proper and equitable solutions to grievances. All grievances will be handled as provided in this Article.

- 9.2 The parties agree that such procedures shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this agreement shall prevent any employee from individually presenting any grievance to his/her employer, without representation of the Union, provided that the adjustment is not inconsistent with the terms of this agreement, and provided further that the Union may be present at Grievance meetings (other than Level 1) and state its position on the Grievance if the employee so desires. Those Grievances reduced to writing and resolved without Union representation shall be documented and forwarded to the Union within ten (10) working days.
- 9.3 The following definitions shall apply for the purposes of this agreement:
- A. Grievance shall mean a complaint by an employee that the Town has interpreted and applied the agreement in violation of a specific provision thereof.
  - B. An aggrieved employee shall mean the employee making the complaint.
  - C. For purposes of this Article, "working days" shall mean Monday through Friday, exclusive of legal holidays.
- 9.4 A matter which is not specifically covered by this agreement, or which is reserved by law, so as long as the same is not in conflict with any provision of this agreement, is not subject to this procedure.
- 9.5 Since it is important that Grievances be processed rapidly as possible, the number of days indicated at each level shall be considered as maximum. The time limits specified may be extended only by prior written mutual agreement.
- 9.6 The Union, when requested by an employee, may assist him or her in processing a grievance. In assisting the employee, the Union shall be given the opportunity to discuss the matter with the employee and any other employees who may have information bearing on the matter, prior to presenting the grievance. The Union will be notified of the scheduled time and duration of this procedure, which shall not interfere with department business.
- 9.7 Grievance Steps:
- Step 1 – Oral (Road Agent):** The aggrieved employee shall first present the Grievance to the Road Agent within five (5) working days of the day the aggrieved employee knew, or should have known, of the event, or events, on which the Grievance is based. The Road Agent shall respond to the aggrieved employee within five (5) working days of the presentation of the Grievance
- Step 2 – Written (Road Agent):** If the Grievance is not resolved to the satisfaction of the aggrieved employee by the Road Agent or his/her designee, then within ten (10) working days of the Road Agent's response, it shall be reduced to writing, signed by the employee, and forwarded to the Road Agent. The Road Agent shall schedule and meet with the aggrieved employee within fifteen (15) working days. The Road Agent shall then respond in writing within ten (10) working days of said meeting.
- Step 3 – Written (Town Administrator):** If the Grievance is not settled to the satisfaction of the aggrieved employee at step two (2), the aggrieved employee may submit a written grievance to the Town Administrator within five (5) working days of the due date for response at step two (2). The Administrator shall hold a hearing with the aggrieved employee within fifteen (15) working days of submission of the Grievance. The Administrator shall submit a written response within ten (10) working days of said meeting.
- Step 4 – Written (Select Board):** If the grievance is not settled to the satisfaction of the aggrieved employee he/she may submit it to the Select Board within fifteen (15)



working days after the due date for the response for step three (3). The Board and the aggrieved employee will meet within twenty (20) working days of submission of the grievance and the Board shall issue its response within fifteen (15) days of the meeting. The decision of the Select Board shall be final.

#### ARTICLE 10 DISCIPLINARY ACTION

- 10.1 Disciplinary actions, for cause, may include an oral or written warning or reprimand, suspension with or without pay, reduction in pay, demotion or termination, probation counseling, training, close supervision, performance evaluation, transfer, and termination.
- 10.2 Examples of circumstances which are causes for disciplinary actions are contained in Article \*\* Standards of Conduct. Nothing in those rules and regulations examples shall limit the charges against an employee because the alleged act or omission does not specifically appear in the manual.
- 10.3 Levels of Discipline: Depending on the level of the violation of the Standard of Conduct, the Road Agent, Town Administrator, or Select Board may use whatever level of discipline deemed appropriate for the offense. Those levels include:
- Level 1- Oral or Written Reprimand:** Said reprimand will contain a statement of the offense, and the steps necessary for correction of the issue. Said reprimand will be reviewed by the parties and signed off and placed in the employee's personnel file. If the employee refuses to sign off, this will be noted on the reprimand and be placed in the employee's personnel file. Said reprimand may be appealed to the Town Administrator within 5 (five) days and he or she shall render a decision within three (3) working days.
- Level 2 - Administrative Leave (without pay):** The Town Administrator may suspend an employee for a period up to ten (10) working days for an offense. If the Road Agent and Town Administrator feel the safety of the employee, the public or other employees may be at risk they may take immediate action. If such immediate suspension is given the Town Administrator shall notify the Select Board within forty-eight (48) hours. If the employee chooses, he or she may appeal the decision of the Town Administrator to the Select Board within ten (10) days. The Board shall meet with the employee who has a right to representation by the union, within fifteen (15) working days and shall render its decision within ten (10) working days after said meeting.
- Level 3 - Discharge:** The Town Administrator has the authority to discharge an employee for cause.

#### ARTICLE 11 STANDARDS OF CONDUCT

- 11.1 All employees are required to comply with our standards of conduct, which are intended to promote consistency and harmony in the workplace, and to support the missions and objectives of the Town. We recognize that no list of rules can be all inclusive. Incidents may arise that are not covered by the standards of conduct which may lead to discipline, up to and including termination. The following areas are intended to guide employees in

recognizing certain behaviors which are clearly prohibited and which are considered by the Town to constitute cause for disciplinary action, up to and including discharge.

**Absence and Lateness**

Excessive absenteeism and/or lateness; failing to call in when absent; overstaying allotted break time; leaving the work area or work early without permission; misuse of any leave of absence. Absence of three consecutive working days without notification will be considered a resignation.

**Employment/Barrington Records**

Making a false statement on the application form; falsifying Barrington and employment records, falsifying time cards, or failing to maintain an accurate time record.

**Attitude**

Using abusive language to any person while at work, creating any type of disturbance, demonstrating a lack of cooperation verbally abusing or neglecting visitors or residents of Barrington, NH.

**Safety**

Violation of safety regulations or endangering the health or safety of the other persons; failing to report any work-related accidents.

**Employee Relations**

Using abusive or profane language to another employee or the public; negligent or intentional destruction of another employee's personal possessions; threatening bodily harm; intent to strike; striking another employee. Using threatening, intimidating, abusive or profane language or other provocation which might reasonably be expected to result in a disturbance.

**Crime**

Conviction of any felony or misdemeanor.

**Dishonesty**

Dishonesty to a coworker, resident, visitor or to Barrington, NH. Violation of the Town's conflict of interest/ethics standards

**Incompetence**

Repetition of avoidable mistakes to a point that the mistakes demonstrate a disregard for Barrington, NH's interest.

**Intoxicants**

Bringing, possessing, dispensing, selling, buying or using alcoholic beverages or illegal drugs on Barrington property or while on the job unless it is part of the police duty assignment; being under the influence of or testing positive for these substances during working hours.

**Neglect of Duty**





Negligence in the performance of duties which conflicts with Barrington, NH's interest. Neglect of duty resulting in inferior work, equipment breakdown, or waste of materials, supplies or products. Sleeping on the job.

**Unsatisfactory Job Performance**

Failing to demonstrate the requisite skills, attitudes, or abilities to satisfactorily discharge the employee's duties.

**Weapons**

Possession of any kind of weapons (other than town issued weapons) or other dangerous weapons or explosives on Town of Barrington property other than town issued weapons or privately owned weapons which have been approved by the Barrington Chief of Police specifically to be carried on Town of Barrington property.

**Telephone, Facsimile, Computer, E-Mail, Copier/Printer, or Other Electronic Equipment**

Excessive use of Barrington telephone, facsimile, computer, e-mail, Internet access and/or copier for personal purposes.

**Theft or Destruction of Property**

The attempt or act of theft or negligent or intentional destruction of any Barrington property or the personal property of a coworker, resident or visitor.

**Sexual or Other Unlawful Harassment**

Discrimination, sexual or other unlawful harassment, and/or inappropriate conduct in violation of Barrington policies. Retaliation against anyone who has complained of alleged harassment or discrimination or has participated in an investigation of a complaint.

**Insubordination**

Acting in an insubordinate manner toward any supervisor or directing abusive or threatening language at any supervisor, employee or official or acting in disregard of any directive of the Town.

**Violation of the Town's Policies, Procedures or Rules**

Violating or failing to follow the Town's policies, procedures, or rules.

**Immoral or Indecent Conduct on Town Property or While on the Job**

**ARTICLE 12 CDL DRUG AND ALCOHOL POLICY**

SUBJECT: Drug & Alcohol Testing of Employees

DISTRIBUTION: Employees of the Town of Barrington holding a valid Commercial Driver's License

REFERENCE: (A) 49 CFR – Federal Motor Vehicle Safety  
(B) Drug Free Work-Place Act 1988  
(Pub. Law 100-690 title V)

12.1

**PURPOSE**



This delineates the policy under which the Town of Barrington will comply with Federal Highway Administration mandates, of reference (A), prohibiting the use of certain controlled drugs and alcohol by employees who, by position or function, perform safety sensitive functions that require the possession of a Commercial Driver's License (CDL). Within this policy are the procedures for testing, record keeping and enforcement that will be used by the Town to monitor and ensure compliance.

12.2

### **BACKGROUND/DISCUSSION**

It is the policy of the Town, under guidelines of reference (B), that all of its work sites, facilities and vehicles be free from alcoholic beverages and illegal substances and that employees not report for duty in a condition that renders them unable to perform safely and properly. Specifically, the Town's general policy:

- Prohibits the use, possession, dispensing, distribution or manufacturing of any Alcoholic beverage or controlled substance by a Town employee on Town premises, work sites, vehicles, or equipment.
- Prohibits any employee from performing work duties in an impaired condition resulting from use of alcohol or controlled substances.
- Requires employees to notify their Department Head, within five days, of conviction of a violation of a criminal drug statute if the violation occurred in the workplace or while on duty.
- Provides for disciplinary action, up to and including termination, and/or required satisfactory participation in an approved assistance or rehabilitation program as a condition of continued employment.

Beyond this overall commitment to a drug and alcohol-free workplace, the Town and employees who perform duties requiring a CDL, will adhere to the distinct requirements set by the Federal Highway Administration. The Federal Highway Administration requires all employers, including the Town of Barrington, to implement and administer specific anti-drug and alcohol abuse programs and a regulated drug and alcohol testing program for those covered employees. The intent of all of these programs and policies is to help prevent accidents and injuries resulting from the misuse of alcohol or the use of controlled substances.

12.3

### **DEFINITIONS**

(Extracted from 49 CFR Federal Motor Vehicle Safety)

- A. **Covered Employee:** Any Town employee who must have a valid CDL as a condition of employment. Employees who possess a CDL but are not required to as a condition of employment will not be assigned to duties requiring a CDL unless they meet the same criteria and participate in the same testing program as covered employees.
- B. **Safety Sensitive Function:** An employee is considered performing a safety sensitive function when performing, preparing to perform, or having just completed any of the following activities:
  1. All driving time in a Commercial Motor Vehicle (CMV) or heavy equipment such as loaders, graders, excavators or any other vehicle or equipment weighing 26,001 lbs. or more.
  2. All inspecting, servicing, maintaining or conditioning of any CMV.
  3. All time, in or on a CMV, other than driving.
  4. All time loading, unloading or preparing a CMV or supervising those activities.

5. All time in readiness, or on call, in readiness to operate a CMV or waiting to be dispatched.
  6. All time repairing, obtaining assistance or remaining in attendance of a disabled CMV.
  7. All time related to accidents.
- C. Substance Abuse Professional: A licensed physician, or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

12.4

**RESPONSIBILITIES**

**A.** The Town of Barrington as the employer will:

1. Administer and execute the provisions of this policy and defining regulations. The Select Board or their duly appointed agent will be the coordinator of the program for the Town. For the purposes of this policy, the Town Administrator has been appointed the Board's agent
2. Pay all costs for mandatory testing, training and record keeping. The town may contract for testing and other services related to this policy and will ensure that services related to this policy will ensure that procedures used for testing meet the requirements of reference (A), Part 40. The Town will closely monitor contractor performance to protect the employees, ensure the integrity of the testing processes, and safeguard the validity and attributability of the test results.
3. Provide annual training for all covered employees on the content of this policy and governing directives. Additional training will be provided when changes in the policy or those directives occur. (Material to be provided to employees is outlined in 49 CFR 382.601).
4. Provide specifically targeted training for supervisors and management personnel responsible for the performance of covered employees. This training will include a minimum of one hour of training on the recognition of the abuse of alcohol abuse and one hour on the recognition of the abuse of controlled substance use covering the physical, behavioral, speech, and performance indicators of probable participation in these activities.
5. Ensure confidentiality of individual employee records kept under provisions of this policy and governing directives. Except as required by law or expressly authorized or required by the governing directives, employee records will be released to individuals or outside agencies only with the written authorization of the employee, which indemnifies the Town.
6. Provide anti-drug use and anti-alcohol abuse training. Information on counseling and rehabilitation services will be provided prior to the start of testing and that anyone subsequently hired or transferred will be provided the material through the Employee Assistance Program (EAP) or the Personnel Department.

**B.** Supervisors, responsible for the safety and performance of employees assigned to them, will:

1. Prohibit employees, about whom they have actual knowledge of prohibited conduct, from performing or continuing to perform safety sensitive functions.

2. Observe and monitor the physical characteristics, conduct, behavior and performance of assigned employees for indications that they may be under the influence of drugs or alcohol. When personal observation provides reasonable suspicion, the employee will be immediately prohibited or removed from safety sensitive functions and directed to submit to appropriate testing.
3. Fully document, in writing within 24 hours, the circumstances, conditions and observances that result in the removal of an employee from safety sensitive functions.
4. Immediately report to the responsible department head and program coordinator any violation of prohibited activities or prescribed procedures.
5. Ensure the employees are scheduled for and attend required training.
6. Make a strong effort, short of detaining an employee against their will, to arrange transportation to the employee's residence whenever an employee is prevented from reporting for or removed from duty in accordance with this policy.

C. Employees, whose duties require a valid CDL, will:

1. Submit to and cooperate with mandated drug and alcohol testing as delineated.
2. Not report for duty or remain on duty requiring the performance of safety-sensitive functions while using any controlled substance, except when the use pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a CMV. Employees must provide written notice from a medical professional to their department head and the program coordinator of any therapeutic drug use.
3. Not report for duty or remain on duty requiring the performance of safety-sensitive functions while under the influence of alcohol. An alcohol concentration greater than 0.02 will preclude assignment to safety-sensitive duties.
4. Not use alcohol while performing safety-sensitive functions.
5. Not consume alcohol within four hours prior to performing safety-sensitive functions.
6. Not consume alcohol after an accident that requires alcohol testing for eight hours or until tested, whichever occurs first.
7. Report immediately to their supervisor any disqualification or incidents that may result in disqualification that occur on or off duty.
8. Properly participate and successfully complete any rehabilitation program prescribed by a substance abuse professional.

12.5

**TESTING**

In accordance with Part 40 reference (a)

A. Requirements for controlled substance testing:

THE NEW HAMPSHIRE OCCUPATIONAL HEALTH ALLIANCE WILL TEST ALL TOWN EMPLOYEES.

1. Random Testing: Periodic, unannounced, scientifically random selection of covered employees, identified by their social security number, will determine participants to meet the annual requirement for random controlled substance

testing. The percentage of covered employees tested will be at least 50 percent, or the minimum percentage applicable for that calendar year as promulgated by the FHWA Administrator.

2. Post-Accident Testing: Any employee performing safety-sensitive functions with respect to a Town CMV involved in an accident will be tested as soon as practicable, within 32 hours of that accident, if; the accident involved loss of human life; or a citation for moving violation under State or local law. Testing conducted by Federal, State or local officials having independent authority, conforming to applicable requirements may be considered to meet these requirements.
3. Reasonable Suspicion Testing: Testing will be required whenever an appropriately trained supervisor or management official observes specific, contemporaneous articulable conditions of appearance, behavior, speech or body odors and including chronic or withdrawal symptoms indicating the use of a controlled substance by a covered employee.
4. Pre-Employment Testing: Prior to any final offer of employment, any applicant who will perform safety-sensitive functions must be tested for controlled substances with a negative result. Employees seeking internal transfer or promotion to positions requiring CDL's, will not be assigned to that position or allowed to perform safety-sensitive functions until a controlled substance test with negative results has been completed
5. Return to Duty Testing: A controlled substance test with verified negative results must be completed for any employee who has previously tested positive before the employee may return to duty requiring the performance of safety-sensitive functions.
6. Screening Testing: Any initial test for the presence of controlled substances. Any non-negative test will result in confirmation testing.
7. Confirmation Testing: A second independent analytic procedure to determine the specific drug or metabolite involved.
8. Follow-up Testing: Following return to duty after removal for controlled substance use, an employee who has completed a prescribed rehabilitation program, will be tested for at least 6 times in the first twelve months after return. Further follow-up testing may be conducted for up to 60 months.

**B. Requirements for alcohol testing:**

1. Random Testing: Periodic, unannounced, scientifically random selection of covered employees, identified by their social security numbers, will determine the participants to meet the annual requirement for random alcohol testing. The percentage of covered employees tested will be at least 25 percent, or the minimum percentage applicable for that calendar year as promulgated by the FHWA Administrator. Testing will be performed; while the employee is performing safety-sensitive functions; or just after performing safety-sensitive functions. The employee must immediately report to the testing center for testing when notified.
2. Post-Accident Testing: Any employee performing safety-sensitive functions with respect to a Town commercial vehicle involved in an accident will be tested within two hours following the accident. The employer shall develop



and maintain memos as to why the driver was not promptly tested. Attempts to accomplish the testing shall cease at eight hours of that accident if alcohol use is suspected, or 32 hours if controlled substance use is suspected, if; the accident involved loss of human life; or a citation for moving violation under State or local law. Testing conducted by Federal, State or local officials having independent authority, conforming to applicable requirements may be considered to meet this requirement.

3. Reasonable Suspicion Testing: Testing will be required, within two hours, whenever an appropriately trained supervisor or management official observes specific, contemporaneous articulable conditions of appearance behavior, speech or body odors indicating prohibited use of alcohol by a covered employee. Testing may be directed just before, while, or just after the period the employee must be in compliance with this policy.
4. Return to Duty Testing: An employee who has engaged in conduct prohibited by this policy, involving alcohol, must have an alcohol test with result indicating alcohol concentration less than 0.02 before being assigned to safety-sensitive functions.
5. Follow-up Testing: Following return to duty after removal for alcohol misuse, an employee who has successfully completed or is participating in a prescribed rehabilitation program, will be tested at a number of times to be determined by the Substance Abuse Professional (SAP), unannounced, in the first twelve months after return. Follow-up testing may be conducted for up to 60 months. This testing will be at the expense of the employee.
6. Screening Testing: any initial test for alcohol. This test is used to determine if confirmation testing is required. Any non-negative test, alcohol greater than 0.02, will result in confirmation testing.
7. Confirmation Testing: Any test resulting in indication of alcohol concentration greater than 0.02 will be followed by a second test within twenty minutes of the original test that read positive to confirm the quantitative date of alcohol concentration. An employee who tests between 0.02 and 0.04 will be removed from duty requiring safety-sensitive functions for 24 hours.

12.6

### CONSEQUENCES

Prescribed by the Town of Barrington:

- A. Positive Test Result: When prescribed testing results indicate that an employee has engaged in conduct prohibited by this policy, the following will happen:  
FIRST OFFENSE: The employee may not return to work until they have undergone, at their own expense, evaluation by a Substance Abuse Professional (SAP), commenced treatment if determined necessary by (SAP), and has successfully undergone return to duty testing. The employee must use their available leave and then may apply for a leave of absence during this period. Sick time will not be allowed for the employee's use for this purpose.  
SECOND OFFENSE: The employee will be terminated effective immediately
- B. Refusal to Submit: Any employee who has been notified of the requirement for testing who fails to provide adequate breath for alcohol testing, fails to provide adequate urine for controlled substance testing, or engages in conduct that clearly obstructs the testing process



will be considered to have refused to submit to testing. Refusal to submit to testing will result in termination for an employee required by position to have a valid CDL. Other employees will be permanently excluded from assignments requiring a CDL and may be disciplined up to and including termination.

- C. Rehabilitation Failure: When the evaluation of a substance abuse professional determines that a rehabilitation program is required by an employee to resolve problems associated with alcohol misuse or controlled substance abuse, the employee will properly follow the prescribed program as a condition of continued employment with the Town. For employees required by position to have a CDL failure to properly follow or successfully complete a prescribed rehabilitation program, as determined by a substance abuse professional, will result in termination. Other employees will be permanently excluded from assignments requiring a CDL and may be disciplined up to and including termination.
- D. Other Compliance: Any employee or supervisor who fails to comply with provisions and requirements of this policy, except as delineated above, will be subject to disciplinary action up to and including termination.

#### ARTICLE 13 SENIORITY

- 13.1 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.
- 13.2 Seniority shall prevail in matters concerning layoffs and rehiring. Qualified and available permanent employees shall be reinstated before new employees are hired. Seniority shall be considered in matters concerning "promotions" and "transfers" as set forth in Article 6 of this agreement.
- 13.3 Until an employee has served the ninety (90) day initial probationary period, it shall be deemed that he/she has no seniority status and he/she may be discharged or laid off without cause. Such discharge or layoff shall not be subject to the grievance procedure.
- 13.4 An employee shall not forfeit seniority during absences caused by:
  - A. Illness resulting in total disability due to his/her regular work with the department involved, certified to by an affidavit from Workers' Compensation Carrier.
  - B. Illness not the result of his/her misconduct, resulting in temporary disability, certified to by a periodic physician's affidavit consistent with illness and prognosis except that such affidavit will be required at intervals or no more than every thirty (30) days.
  - C. Maternity leave as provided in the Personnel Policies and Procedures Manual will not affect the seniority of an employee.
- 13.5 An employee shall lose his/her seniority for, but not limited to, the following reasons:
  - A. If an employee is discharged and if such discharge is not overruled by an appropriate authority.
  - B. If he/she resigns.
- 13.6 The employee's present seniority as of the effective date of this contract shall be the seniority



considered for the purpose of establishing the seniority system called for in this Article. This seniority must have been continuous in nature as provided in Section 1 of this Article to merit consideration under this section.

#### ARTICLE 14 PROMOTIONS AND TRANSFERS

- 14.1 The Town reserves and shall have the right to make promotions and transfers primarily on the basis of ability and performance of duty, but shall be governed by seniority where equal ability and performance of duty have been demonstrated.
- 14.2 Jobs to be filled through promotion shall be posted on Town bulletin boards in the department in which the vacancy occurs for a period of five (5) working days. Management shall make a determination of the filling of such posted positions no later than thirty (30) working days after the close of the posting period.
- 14.3 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.
- 14.4 Vacancies in management positions which are excluded from the Bargaining Unit shall be posted on the departmental bulletin boards provided; however, that appointment to these positions shall be at the sole discretion of management and shall not be subject to the grievance procedure of this contract.
- 14.5 If an employee is absent during the entire advertisement of a promotion process, the Town shall notify said employee of the opportunity at his/her last known address.
- 14.6 When a question as to the proper person having been chosen to fill any job arises and it cannot be resolved, it will be settled by using the grievance procedure in Article \*\*.
- 14.7 Job postings shall include job specifications, rate of pay, job location, the shift and if the job is permanent with a permanent rating.
- 14.8 An employee who meets the qualifications previously outlined and is promoted to a higher level position shall be placed in a probationary status pursuant to the probation article of this agreement. The employee may be evaluated periodically to determine if he/she is performing the job in a satisfactory manner. If an employee is not able to satisfactorily perform the higher level duties, then he/she shall be reduced in status to the same classification, pay grade and step as he/she had or would have attained had he/she not been promoted.

#### ARTICLE 15 PERFORMANCE EVALUATIONS

- 15.1 In order to improve employee performance and to better understand the Town's expectations, the performance of employees will be periodically reviewed. Employees will generally receive performance appraisals from the Road Agent or his/her designee. A performance review is a continuing process throughout the course of employment, and employees may meet with supervisors to discuss performance more frequently.





- 15.2 Supervisors will discuss performance reviews, providing the opportunity to understand the expectations of an employee's position and to examine strengths, as well as areas in which improvement is needed. Employees are expected to meaningfully participate by providing written comments on the review. A signature on the performance appraisal form indicates that the employee has seen the appraisal; it does not indicate agreement or disagreement with the content of the review.
- 15.3 A performance appraisal is not a contract or a commitment to provide a compensation adjustment, a promotion, a bonus, or continued employment. Appraisals are only one of several factors that the Town uses in connection with compensation, promotion, and retention decisions.

#### ARTICLE 16 WORK WEEK/HOURS OF WORK

- 16.1. The Town's work week begins on Monday morning at 12:00 a.m. (midnight) and ends on Sunday evening at 11:59 p.m. The Town requires the presence and diligent efforts of employees in order to provide the requisite level of service to our community.
- 16.2. Generally, the Highway Department work schedule will be as follows:
- A. Regular Schedule: Monday through Friday, 7:00am to 3:00pm
  - B. Seasonal Schedule: Monday through Thursday, 6:00am to 4:00pm
  - C. First Monday in June through Labor Day
- 16.3. The Town reserves the right to alter or amend any employee's work schedule at its own discretion and in accordance with the needs of the Town. An honor code of conduct exists whereby employees are entrusted to work their scheduled hours. Employees are encouraged to embrace this show of responsibility and commitment to the Town, the community and to each other. Employees who are asked by the Town to keep time records must also adhere to this honor code when completing their time records. Time records must be completed fully and accurately, and employees may not provide any false information on time records or any other Town records.
- 16.4. Except in emergencies beyond the employee's control, (e.g., an illness, unexpected appointment or occurrence, etc.) all requests for paid leave outside of the work schedule shall be submitted in writing as soon as possible or no later than one week prior. Leave time will be granted or denied at the discretion of the employee's immediate supervisor as work schedule permits.
- 16.5. All employees shall be entitled to a thirty (30) minute paid 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.
- 16.6. Employees shall be allowed a fifteen (15) minute clean-up period prior to the end of the work shift.
- 16.7. 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 overtime or emergency work and who completes the required task and returns to his/her residence within three (3) hour minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay for the inconvenience of being called back to

work between the normal shifts but not to be separately paid for several callbacks within the three (3) hour minimum guarantee period.

#### ARTICLE 17 ATTENDANCE

- 17.1 Attendance and punctuality are important factors for an employee's success with the Town. However, the Town is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside work hours may arise. If an employee is unable to report to work, or if an employee will arrive late, the employee must contact the Road Agent. The Road Agent should be given as much time as possible to arrange for someone else to cover the position until the employee arrives. If the employee knows in advance that he or she will need to be late or absent, the employee is required to request, in writing, this time off directly from the Road Agent.
- 17.2 For late arrivals, the employee should indicate when he or she expects to arrive for work. If the employee is unable to call in because of an illness, emergency or for some other reason, the employee should arrange to have someone call on his or her behalf.
- 17.3 Absence from work for three (3) consecutive days without notifying the Road Agent will be considered a voluntary resignation. Furthermore, three (3) absences in a 90-day period, or a consistent pattern of absence, may be considered excessive, and the reasons for the absences may come under question.
- 17.4 Tardiness or leaving early is often as detrimental to the Town as an absence. Three (3) such incidents in a 90-day period may be considered a "tardiness pattern" and may be considered excessive, and the reasons for tardiness or leaving early may come under question.
- 17.5 All employees should be aware that excessive absenteeism, lateness, or leaving early may lead to disciplinary action, up to and including dismissal from employment.
- 17.6 Attendance records will be considered when evaluating requests for promotions, transfers, leaves of absence, and approved time off, as well as disciplinary, termination, and layoff decisions.

#### ARTICLE 18 OVERTIME AND EMERGENCY WORK

- 18.1 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
- 18.2 Emergency work in the Highway Department regularly results in long-duration work shifts. Paid breaks and rest times may be authorized by the Road Agent.



- 18.3 It may be necessary for employees to perform overtime work. All overtime must be approved in advance by the Road Agent. Overtime will be paid for all hours worked in excess of forty (40) hours per week. Starting December 1<sup>st</sup> of each year and continuing through March 31<sup>st</sup>, paid leave occurring during the work week shall be counted as hours worked for the purpose of determining overtime.

#### ARTICLE 19 STANDBY/ON-CALL TIME

- 19.1 The duties and responsibilities of the Highway Department include activities which require response outside of regular business hours. This includes but is not limited to: responding to calls for service (trees, culverts, etc.), monitoring conditions during winter weather, spot-treating during winter weather, and other duties as assigned. Employees shall participate in a standby/on-call program for service requests outside of regular business hours.
- 19.2 The standby/on-call schedule will include the following:
- A. Summer: Fridays from 6:00am through 4:00pm from the first Friday in June through Labor Day.
  - B. Winter: Friday from 3:00pm through Monday at 7:00am and holidays from the first Monday in December to the last Sunday in March.
- 19.3 Employees who are assigned, during their normal day off, by their Department to standby duty, shall be in immediate communication with their Department during the standby period and shall report to work immediately, but in no case longer than forty-five (45) minutes from the time of first contact.
- 19.4 All employees will be assigned to standby duty. A rotating schedule will be assigned. The rotation will start with the most senior employee. Employees may mutually agree on assignment changes subject to notification and approval by the Road Agent.
- 19.5 Employees assigned to standby duty shall receive hourly compensation at a rate of one quarter of their hourly rate for each one hour worked. An employee who receives on-call pay must respond to timely call backs or will forfeit all on call pay for that week.

#### ARTICLE 20 HOLIDAYS

- 20.1 The Town allows up to twelve (12) holidays each year. On or before January 1 of each year, The Select Board or the Town Administrator on its behalf will post a list of approved holidays for the coming year. All holidays will be observed on the day designated by the Federal Government other than the day before or after Christmas which is set by the Town Administrator. Normally, holidays falling on a Saturday will be celebrated on Friday. Holidays falling on a Sunday will be scheduled on a Monday.
- 1. New Year's Day – Floats
  - 2. Civil Rights Day - Monday
  - 3. President's Day – Monday
  - 4. Memorial Day - Monday
  - 5. Independence Day – Floats



- 6. Labor Day - Monday
  - 7. Columbus Day - Monday
  - 8. Veterans Day – Floats
  - 9. Thanksgiving Day -Thursday
  - 10. Day after Thanksgiving - Friday
  - 11. Christmas Eve or the day after Christmas – Floats
  - 12. Christmas Day – Floats
- 20.2 Employees scheduled to work an approved holiday will be compensated for all such scheduled hours worked in addition to receiving Holiday pay which will be paid at the employee’s regular rate of pay for regularly scheduled hours. Thus, if a person is not scheduled to work on a Friday on which a holiday falls, they do not receive holiday pay but if they are scheduled for 10 hours on a Wednesday holiday, they will be paid 10 hours at the regular rate. Transfer Station employees will be paid for holidays falling on a Saturday and the hours they work on a holiday.
- 20.3 Part time employees who work under 20 hours will not receive holiday pay.

ARTICLE 21 EARNED TIME

- 21.1 Earned Time is intended to provide paid time off from work for such reasons as holidays, vacations, sickness, and personal reasons.
- The following schedule details the rate at which time will be accrued for employees, for the indicated consecutive years of employment, prorated by the number of hours paid. (Schedule is based upon an 8-hour workday, 2,080 hours worked annually and shows the highest number of hours of paid leave that can be accrued. Earned time shall apply to all employees regularly scheduled 20 hours or more).
- Group A: 0-5 years of service: 6.5%
  - Group B: 6-10 years of service 8.4%
  - Group C: 11-15 years of service 10.4%
  - Group D: 16+ years of service 12.4%
- Example: An employee is paid for 40 hours per pay period. Their time is calculated by multiplying the hours paid by the accumulation percentage and adding the number of the employee’s earned time bank.
- Group A: 40 hours x 6.5% = 2.6 hours
  - Group B: 40 hours x 8.4% = 3.36 hours
  - Group C: 40 hours x 10.4% = 4.16 hours
  - Group D: 40 hours x 12.4% = 4.96 hours

21.2 **Earned Time General Rules:**

- 1. Earned Time is available for all employees who regularly work a minimum of 20 hours per week and is calculated upon the number of hours worked up to 40 hours in a workweek. Exempt salaried employees are calculated on the basis of 40 hours per week.

2. Earned time is **not** accrued during any period of time when on unpaid leave including short- and long-term disability.
3. Earned Time can be accrued to a maximum of 320 hours for full-time employees. Part-time employees may accumulate to a maximum of 8 times their regular weekly schedule, for example 20 hours per week times 8 equals 160 hours maximum for that part-time employee. Each January 1, any hours in excess of that maximum limit will be lost without compensation, reducing the total earned time down to the maximum. The Town Administrator has the authority to grant a temporary excess of hours for a limited period of time based upon unique circumstances. Upon leaving service an employee will not be paid for more than the maximum number of hours allowed above.
4. Earned time can be used in amounts of one hour or more.
5. When using Earned Time, the total pay for any one day shall not exceed an employee's usual work hours.
6. Only the amount of Earned Time ACTUALLY accrued and deposited in the Earned Time bank shall be available for use.
7. All Earned Time requests for reimbursement must be recorded on payroll time sheets or electronic time reporting and submitted to Payroll.
8. Whether through a voluntary or involuntary termination of employment during the first six months, the employee shall forfeit all Earned Time benefits
9. Upon termination of employment (other than during the first six months of employment), the employee will be paid for all Earned Time accrued and deposited in the Earned Time bank up to the maximum number of hours allowed above.

21.3 **Earned Time Scheduling:** Except in emergencies beyond the employee's control, (e.g., an illness, unexpected appointment or occurrence, etc.) all requests to utilize Earned Time shall be granted or denied at the discretion of the employee's immediate supervisor as work schedule permits and on a first come/first served basis.

21.4 **Earned Time:** Earned time is intended to provide for the continuation of compensation. Therefore, it is advisable for an employee to accrue at least two weeks of earned time as protection for unexpected periods out of work due to illness. No employee may purchase earned time bringing them below two weeks of time in the Earned Time bank.

21.5 **Maternity:** See Family Medical Leave section of the personnel policy.

21.6 **Earned Time Buyout Options:** Earned time may be "bought out" four (4) times a year, as indicated below. Full-time and part-time employees must retain a minimum of two weeks in their Earned Time bank when cashing out. Employees may not purchase hours that would reduce their bank below the minimum required hours. Use of this cash option will be permitted quarterly during March, June, September, and December. Employees will be notified two weeks prior to buyout. (In cases of unique hardship, a person can appeal to the Select Board for buy-out at another time.) A completed Earned Time Cash Option Form will be required and must be submitted by the employee to Payroll in a timely manner.

- 0-5 Years 10% of time accrued within the calendar year
- 6-10 Years 30% of time accrued within the calendar year
- 11+ Years 60% of time accrued within the calendar year

21.7 **Bereavement Leave:**

Bereavement leave may be granted by the Select Board, Town Administrator, and/or Department Head without loss of pay for the death of an immediate family member to full and part-time employees. The employee, on request, will be excused for any of three (3) normally scheduled working days between the date of death and one (1) year following, inclusive. For the purposes of this section, immediate family shall be defined as: a spouse and children of the employee; children of the spouse; grandparent, parent, and sibling of either the employee or the employee's spouse.

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

ARTICLE 22 FAMILY AND MEDICAL LEAVE

22.1 Under the Family and Medical Leave Act ("FMLA"), eligible employees may take an unpaid leave of absence and be restored to the same or an equivalent position upon their return to work for any of the following reasons:

1. The birth of the employee's child and to care for the newborn child (leave must be taken within twelve (12) months of the birth of the child);
2. The placement of a child with the employee for adoption or foster care, and in order to care for the newly placed child (leave must be taken within twelve (12) months of the adoption or placement of the child);
3. The serious health condition of a spouse, parent, minor child, or adult child when the adult child is incapable of self-care and the employee is needed for such care ("covered family members");
4. The employee's own serious health condition that renders the employee unable to perform their job;
5. A "qualifying exigency" (as defined in the Department of Labor Regulations) arising out of the fact that the spouse, or child, or parent of the employee is on "covered active duty" or has been notified of an impending call or order to "covered active duty" in the United States Armed Forces;
6. The employee is a spouse, child (adult or minor), parent, or next of kin of a "covered service member" (as defined in the Department of Labor Regulations) who has a serious injury or illness and the employee is needed to care for such person.

22.2 Eligibility Requirements: To be eligible for FMLA leave, an employee must satisfy both of the following conditions:

- The employee must have worked for Barrington, NH for at least twelve (12) months, and must have performed at least 1,250 hours of work in twelve (12) months prior to a leave request; and

- At the time leave is requested, the employee must either: (a) work at a site where Barrington, NH employs fifty (50) or more employees or (b) work at a worksite where Barrington, NH employs less than fifty (50) employees if fifty (50) or more employees are employed within a seventy-five (75) mile radius of the worksite.

22.3 Leave Entitlement: If an employee takes FMLA leave for a reason stated in paragraphs (1)-(5), above, the employee is entitled to up to twelve (12) workweeks of unpaid leave during a 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 an FMLA leave. In other words, the number of weeks the employee has available upon the beginning of a FMLA leave will 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 used four weeks beginning February 1, 2008, four weeks beginning June 1, 2008, and four weeks beginning December 1, 2008, the employee would not be entitled to any additional leave until February 1, 2009. Beginning on February 1, 2009, the employee would be entitled to start accruing a new four weeks of leave; on June 1, 2009, the employee would be entitled to start accruing four additional weeks; and so on.

If an employee takes FMLA leave for the reason stated in paragraph (6), above, the employee may take up to 26 weeks of unpaid FMLA leave within a single 12-month period. This 12-month period begins on the first day of leave.

An employee who takes FMLA leave for a reason stated in paragraph (6), above, will be limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period. The leave entitlement described in paragraph (6) above is to be applied on a per-covered-service-member, per injury basis such that an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service-members or to care for the same service-member with a subsequent serious illness of injury, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

22.4 Tracking FMLA Leave: When an eligible employee requests any leave of absence that qualifies under the FMLA, Barrington, NH has the right to designate such leave as FMLA leave. For example, if an eligible employee suffers a work related injury that qualifies as a serious health condition, Barrington, NH has the right to designate any time away from work as FMLA leave. In such circumstances, Barrington, NH will provide the employee with the same notifications as though the employee had specifically requested FMLA leave.

22.5 Intermittent and Reduced Schedule Leave: Under some circumstances, employees may take FMLA leaves of absences intermittently (in separate blocks of time due to a single FMLA qualifying reason) or on a reduced leave schedule (reducing the usual number of hours an

employee works per workweek or workday). Certification will be required to show that an intermittent or a reduced schedule leave is a medical necessity for leaves under paragraphs three (3), four (4), and six (6), above. Other documentation or certification may be required to show that such an intermittent or a reduced schedule leave is necessary in the case of a leave of a “qualified exigency” under paragraph five (5), above.

If FMLA leave is for birth and care, or placement for adoption or foster care, as described in paragraphs one (1) and two (2), above, use of intermittent leave is subject to Barrington, NH approval.

When an employee takes intermittent or reduced schedule leave, time spent working will not be counted against the employee’s FMLA entitlement.

Employees taking intermittent or reduced schedule leave will be paid for the time they work, and the leave time away from work will be unpaid unless the employee qualifies for workers’ compensation, short-term or long-term disability, or other benefits. If an employee is a salaried employee, Barrington, NH will adjust the employee’s salary based on the amount of time actually worked.

While an employee is on intermittent or reduced schedule FMLA leave, Barrington, NH may temporarily transfer the employee to an available alternate position that better accommodates the employee’s recurring leave and that has equivalent pay and benefits.

Employees who take intermittent leave for a planned medical treatment have an obligation to make a “reasonable effort” to schedule the treatment so as not to disrupt Barrington, NH’s operations.

22.6 Status Of Employee Benefits: Employees are required to use any accrued, unused paid time off days during FMLA leave unless the FMLA leave is otherwise paid through workers’ compensation benefits, short-term disability benefits, or other benefits. The substitution of paid leave time for unpaid leave time does not extend the FMLA leave period. Also, the employee’s FMLA leave may run concurrently with other types of leave.

During an approved FMLA leave, Barrington, NH will maintain the employee’s health benefits under the same terms and conditions applicable to employees not on leave.

- If paid leave is substituted for unpaid FMLA leave, Barrington, NH will deduct the employee’s portion of the health plan premium as a regular payroll deduction.
- If an employee’s leave is unpaid, or is paid through workers’ compensation, short-term or long-term disability benefits, or other benefits not provided through Barrington, NH’s payroll system, the employee must pay his or her portion of the premium by making arrangements with the Human Resource Administrator.
- Health and other benefit coverage may be canceled if the employee’s premium payment is more than (thirty) 30 days late.

If an employee elects not to return to work at the end of the leave, the employee will be required to reimburse Barrington, NH for the cost of the premiums paid by Barrington, NH for maintaining coverage during the unpaid leave, unless the employee cannot return to work



because of a serious health condition or because of other circumstances beyond the employee's control. If the FMLA leave is for a condition that is covered under Barrington, NH's short-term and long-term disability insurance, covered employees may apply for benefit coverage.

Benefit entitlements based on length of service will be preserved at the level earned as of the commencement of the leave, but will not accrue further during the leave period. For example, an employee on leave will not accrue additional sick/personal days.

- 22.7 Requesting Leave: Employees must complete the appropriate FMLA leave request forms. These forms are available from the Human Resource Administrator.

If an employee's need for leave is foreseeable, such as for the birth of a child or planned medical treatment, they must give their Department Head or for Department Heads the Town Administrator (thirty) 30 days' prior written notice. In cases of planned medical treatment, please make efforts to schedule the treatment to avoid disrupting Barrington, NH's operations.

If the need for leave is not foreseeable, the employee must give notice to their supervisor as soon as practicable (generally, either the same day or the next business day of learning the employee's need for leave) and the employee must comply with all of Barrington, NH's policies regarding absences from work. Failure to provide such notice may be grounds for delaying the leave. If the employee is unable to notify Barrington, NH of their need for leave personally because of illness, the employee should ask someone else to call on their behalf.

- 22.8 Medical Certifications: If an employee is requesting leave because of the employee's serious health condition, a covered family member's serious health condition, or for the serious injury or illness of a covered service member, the employee must provide a medical certification from the appropriate health care provider. It is an employee's responsibility to provide a complete and sufficient certification. Please obtain a medical certification form from the Human Resource Administrator for the health care provider to use. If possible, the employee should provide the medical certification before the leave begins. If that is not possible, the employee must provide the medical certification within fifteen (15) days of requesting leave. If the employee does not provide the required medical certification in a timely manner, the employee's leave may be delayed. If they do not provide the certification at all, Barrington, NH will not be able to determine whether they are eligible for FMLA leave and their leave will be denied. Barrington, NH reserves the right to authenticate or clarify any medical certification if necessary.

In the case of an employee's own serious health condition, or that of a family member's serious health condition, Barrington, NH, at its expense, may require an examination by a second health care provider designated by Barrington, NH. If the second health care provider's opinion conflicts with the original medical certification, Barrington, NH, at its



expense, may require a third health care provider agreed upon by the employee and Barrington, NH to conduct an examination and provide a final and binding opinion.

Barrington, NH may also require subsequent medical recertification. Failure to provide requested recertification(s) within fifteen (15) days may result in delay of further leave.

- 22.9 Certifications for a Qualifying Exigency: Employees who request a leave for a “qualifying exigency” arising from an immediate family member’s call to active duty or impending call or order to active duty will be required to provide a copy of the family member’s active duty orders or other documentation issued by the military indicating the member is on active duty or call to active duty status in support of a contingency operation. Other documentation certifying the exigency necessitating the leave will also be required.
- 22.10 Confirmation of Familial Relationship: Employees requesting a leave of absence based on a familial relationship, may be required to provide reasonable documentation or statement of family relationship. This documentation may take many forms, including but not limited to a child’s birth certificate, a court document, etc.
- 22.11 Reporting While On Leave: If an employee takes leave because of their own serious health condition, to care for a covered family member with a serious health condition, to care for a covered service member with a serious illness or injury, or for a qualifying exigency, the employee must contact the office of the Human Resource Administrator on a regular basis to provide updates about the status of the need for leave (e.g. the medical condition of the employee or the individual for whom the employee is caring, or other circumstances necessitating leave) and the employee’s intention to return to work. In addition, the employee must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.
- 22.12 No Work While On Leave: The taking of another job (including self-employment) while on FMLA leave or any other authorized leave may lead to disciplinary action, up to and including discharge.
- 22.13 Returning To Work: At the end of an authorized FMLA leave, the employee will be reinstated to their original position or an equivalent position. However, certain highly compensated employees or “key employees” may be denied restoration to their prior or equivalent position if keeping the job open for the employee would result in substantial economic injury to Barrington, NH. Key employees are those employees who are among the highest paid ten percent of employees within 75 miles of the worksite.

If an employee takes leave because of their own serious health condition, the employee will not be reinstated until the employee provides a fitness for duty certificate from their health care provider confirming that the employee is medically able to resume work and perform the essential functions of their job. The return-to-work medical certification forms are available from the Human Resource Administrator. Barrington, NH reserves the right to clarify and authenticate such certification.

- 22.14 Coordination With Short Term Disability (STD) Leave: As stated in our STD leave policy, Barrington, NH provides employees with a leave of absence for the period of temporary physical disability resulting from accidents, illness as well as childbirth and related medical

conditions. If an employee is also eligible for FMLA leave, the employee's FMLA leave and STD Leave will run concurrently. Please refer to Barrington, NH's STD Leave policy for more information regarding STD Leave.

For purposes of coordinating FMLA and STD leaves, leave will be treated in the same manner as the FMLA leave of absence described in paragraph (4) above. STD leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work. If a STD leave is for the number of available FMLA leave weeks or less, the employee may take additional FMLA leave pursuant to paragraph (1) or (2) after the end of the disability period, not to exceed the number of remaining available leave weeks and will be reinstated in accordance with this FMLA policy. If a disability leave exceeds the number of available FMLA leave weeks, then reinstatement will be governed by the FMLA and ADA policies.

22.15 Coordination With Other Barrington Policies; Reference To FMLA And Federal Regulations:

In the event of any conflicts between this policy and other Barrington, NH policies, the provisions of this policy will govern. The FMLA and the FMLA regulations issued by the U.S. Department of Labor contain many limitations and qualifications that are not stated in this policy. Barrington, NH reserves the right to apply the terms of the FMLA and the FMLA federal regulations.

Any questions relative to FMLA leaves, including eligibility requirements, should be directed to the Human Resource Administrator at the town offices.

ARTICLE 23 MILITARY LEAVE

- 23.1 Employees who voluntarily or involuntarily serve in the United States armed forces or National Guard (collectively referred to as "uniformed services") will be provided with leaves of absence for such service or training in connection with such service in accordance with the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA").

For each such period of military service, the employee will be paid the difference between service pay and the employer's regular compensation, for up to a maximum of 15 days per calendar year. Such payments shall be made following the showing of satisfactory evidence of the amount of pay received for such service. Military leaves of absence longer than 15 days will be unpaid, unless otherwise required by law. An employee may elect to take part of, or all of, their earned time with pay during their military leave of absence, but is not required to do so.

- 23.2 **Notice of Leave Request:** An employee needing time away from work for service or training in the uniformed services should make the Town Administrator and Human Resource Administrator aware of the need for leave as soon as the employee receives the written or verbal orders. It is requested that notice should be provided at least 30 days before the leave begins where it is at all possible to do so. An employee's request for leave may include reasonable time off to get personal business in order prior to commencing



- service in the uniformed services. Reasonable time off will be decided by the Town Administrator based on a case by case basis.
- 23.3 **Health Coverage:** If a military leave lasts less than 31 days, the employee's health insurance will be continued and the employee will pay their regular contribution for the cost of health insurance. Payment for insurance with less than 31 days leave may be paid in advance or upon return through payroll deductions. If a military leave lasts 31 days or more, then the employee's health insurance coverage will cease and the employee will be eligible to elect to continue their health insurance coverage or coverage for dependents at their expense for up to 24 months, in accordance with USERRA. The cost for continuation coverage will be the full cost of the premium, and a 2% administrative fee may also be charged. When the employee returns to work, they will be reinstated to the health insurance benefit with no waiting period, even if coverage is terminated during the leave.
- 23.4 **Pension:** Upon reemployment the employee is treated as if there was no break in service for participating, vesting and accrual purposes. If applicable, the employee may elect to make up any missed contributions or elective deferrals, but is not required to do so.
- 23.5 **Reinstatement:** Employees wishing to be reinstated following military leave should promptly notify the Town Administrator of their desire to be reinstated. If the leave is for service of less than 31 days, then the employee should return to work on the first full regularly scheduled work day following completion of service, allowing for 24 hours of rest and time for safe transportation back from the service. If the service lasts 31 to 180 days, then the employee should notify the Town Administrator of the desire for reinstatement within 14 days of completing service. If the military leave lasts more than 180 days, then the employee should notify the Town Administrator of the desire for reinstatement within 90 days of completing service. Barrington, NH will reinstate eligible employees promptly. Eligibility for reemployment will be determined with reference to USERRA and its implementing regulations. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request, the total time spent in service, and/or a statement that the reason for separation or dismissal from service is not disqualifying. Employees cannot waive their reemployment rights in advance of being released from uniformed service.
- 23.6 **Disabled Service Members:** If a returning employee was disabled or a disability was aggravated during uniformed service, Barrington, NH will make reasonable accommodations and efforts to help the employee become qualified to perform the duties of their reemployment position.
- 23.7 **Statement Against Discrimination and Retaliation:** Barrington, NH will not discriminate in hiring, employment, reemployment, or any benefits of employment against any individual because of that individual's service in the United States uniformed services. Barrington, NH also will not tolerate any retaliation against any individuals because of their service in the uniformed services or their engagement in any other activities protected under USERRA. Questions regarding this policy should be directed to the Town Administrator.

#### ARTICLE 24 JURY DUTY/WITNESS LEAVE

- 24.1 Barrington, NH considers it a civic duty to serve on a jury if summoned and will grant an employee leave in order to serve on a jury. An employee shall be excused from employment for the day or days required in serving as a juror or witness in any court of the United States

or the employee's state of residence. For temporary employees, jury or witness duty will be considered an excused unpaid absence. Part-time and full-time employee called for jury duty or subpoenaed as a witness shall be granted leave, some of which may be partially paid. Employees who are compensated for jury duty or as a witness shall be paid up to ten days in a given calendar year the difference between their regular day's straight-time pay and the amount of compensation they receive for performing their jury or witness duty. Employees summoned for jury duty must inform their supervisor as soon as possible, and must present a copy of the summons to the Human Resource Administrator. If released from jury duty or testifying on any day, the employee is expected to return to work. Exceptions may be made by the Town Administrator for jury duty required beyond ten days.

#### ARTICLE 25 CLOTHING STIPED AND EXPECTATIONS

- 25.1 Safe and professional clothing is an important aspect of the Highway Department employees. Employees shall wear uniform outerwear (shirt/jacket) bearing the Town seal and employee's name. Employees shall wear pants and steel/composite-toe boots. Employees shall not wear damaged or worn-out clothing/work boots.
- 25.2 The Town will provide a stipend of \$750 annually for Highway Department employees to maintain safe and professional clothing. The stipend will be prorated as appropriate.
- 25.3 The Town will provide new Highway Department employees the following:
- Tee Shirts (5)
  - Sweatshirts (3)
  - Long- Sleeved Work Shirts (2)
  - Winter Jacket (1)

\*Existing employees as of the date of initial contract approval will be provided with a one-time supply of the clothing listed in 25.3.

- 25.4 The Town will make the following safety gear available for employee use: safety vests, gloves, chainsaw safety chaps, forestry helmet, and reflective rain jacket.

#### ARTICLE 26 INSURANCE COVERAGE

- 26.1 All eligible employees may enroll in either a single, two-person, or family plan after meeting the eligibility criteria stated in our plan documents. The coverage and type of policy shall be as approved by the Select Board. Employees who work less than 35 hours per week are eligible to purchase, at their expense, single, two-person or multi-person coverage, as appropriate to his/her family status, for hospitalization and medical insurance through the Town's group policy.
- 26.2 The Town's contribution toward a health insurance plan will be no more than 85% of the total premium cost for the HMO option offered by the Town. If an employee elects a different plan option that is more expensive than 85% of the total premium cost for the HMO option, the employee will be solely responsible for paying the difference. If an employee elects a different plan option that is less expensive than 85% of the total premium



cost for the HMO option, the Town will pay no more than 100% of the total premium cost for the less expensive plan option.

26.3 The Employees contribution toward their Health Insurance is to be paid by the employee through an authorized payroll deduction.

26.4 Nothing herein shall limit the right of the Employer to make any and all changes that it deems necessary, in its sole discretion, so that the health insurance it provides pursuant to this Agreement complies with the Affordable Care Act and is not subject to any related fees, fines, taxes or penalties, including, but not limited to “Cadillac” taxes (a.k.a. the excise tax on high cost Employer-sponsored health coverage). This will include, but not necessarily be limited to, the right of the Employer, in its sole discretion, to adopt and offer a health insurance plan that is not subject to any such fees, fines, taxes or penalties. Additionally, if the Employee chooses a health insurance plan that is subject to any such fees, fines, taxes or penalties, including, but not limited to “Cadillac” taxes, the Employee will be solely responsible for paying all such fees, fines, taxes or penalties, including, but not limited to “Cadillac” taxes. The Employer’s right to make changes to its health insurance offerings under this provision will extend beyond the term of this Agreement and will not be considered a violation of the doctrine of status quo.

26.5 OPT-OUT OF HEALTH INSURANCE

- Town employees frequently have choices for health insurance coverage. They may have the option to be covered by spouses’ plans through the spouse’s employer(s), or perhaps to cover dependents under someone else’s plan. Town employees will be required to secure, as a benefit of their employment with the Town, a basic package of health insurance for themselves. Full-time employees eligible to receive Town medical insurance may avoid the minimum health insurance coverage requirements and receive a cash payment in lieu of such coverage provided they show satisfactory proof of coverage in a non-Town health insurance plan. Full-time employees eligible to receive Town medical insurance but choosing to have alternative non-Town supplied health insurance coverage and electing to forgo the Town insurance plan for which they are eligible may receive a cash payment. If an employee opts out, they will receive a portion of the monthly premium savings that they can receive as taxable compensation in their paychecks through the year. The amount they can receive depends on the employee’s eligible coverage level as shown below.

Employee Eligible Coverage Level	Weekly Opt Out amount
Family Coverage	\$150
Two-person Coverage	\$100
Single Coverage	\$50

- This payment shall be paid weekly through the employee’s paycheck. This cash incentive must be considered as income and is subject to withholding of taxes. Payment in lieu of insurance requests must be submitted annually during the Town’s open enrollment period.

- Application for payment in lieu of insurance shall be made to the Human Resources Administrator. Falsification of the application, or failure to notify the Town Administrator immediately when eligibility for benefit ceases, may make employees subject to disciplinary action up to and including termination.
- Full-time Town employees who are eligible for health insurance coverage under any other plan for which the Town or Barrington School System also pays the premiums (such as two Town/School employees married to each other) shall not “double dip”. For example, a married couple employed by the Town and/or School each has the right to take a single person plan if they so choose, or one may decline health insurance while the other selects to take two-person or family coverage. In this case, the declining employee shall not be eligible for the cash incentive, as the Town’s taxpayers will receive no cost savings.
- Eligible employees are prohibited from declining Town-provided health insurance for themselves or their dependents when no other health insurance coverage is in effect.

26.6 DENTAL PLAN

- The Town currently offers a dental plan through Health Trust (North East Delta Dental) to all eligible full-time employees and pays half of the cost of the plan.

26.7 LIFE INSURANCE

- The Town currently provides group life insurance to all eligible full-time employees. The amount of coverage is currently \$50,000 and is subject to change. Upon meeting the insurance underwriter’s requirements, the Town will pay 100% of the employee’s premium.

26.8 SHORT TERM DISABILITY

- The Town currently provides short-term disability coverage to all employees regularly scheduled 20 hours or more per week, and pays the full premium on its employees behalf.

26.9 LONG TERM DISABILITY

- The Town currently provides long-term disability coverage to all employees regularly scheduled 35 hours or more per week, and pays the full premium on its employees behalf.

ARTICLE 27 RETIREMENT PLAN

- 27.1 Full- time employees eligible for coverage under the New Hampshire Retirement System (employees who work thirty-five (35) hours or more per week) will receive the benefit of the Town’s contribution required by that System. The employees will contribute their share toward the program.

ARTICLE 28 WAGE RATES

- 28.1 In the first pay period in April of each year, employees will receive the same wage increases as the Town provides its non-union employees, i.e., the same percentage change in the pay plan and/or allowance for a step to those qualified employees.

ARTICLE 29 SEPARABILITY

- 29.1 In the event any provision of this agreement in whole or in part is declared to be illegal, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this agreement and in such event, the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE 30 DURATION


- 30.1 It is mutually agreed that the terms of this Agreement shall be in effect for the period of April 1, 2024 to March 31, 2027.






Signature Page

FOR AFSCME LOCAL 863

  
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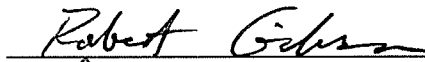
  
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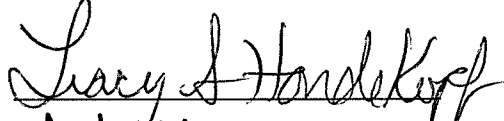
  
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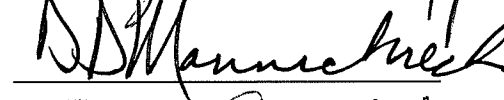
  
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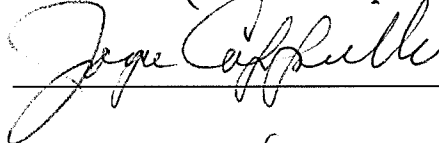
Date: 1/5/2024

FOR THE TOWN OF BARRINGTON

  
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\_\_\_\_\_

Date: 1/8/2024





**AFSCME  
STRONG**

# AFSCME Council 93

■ **Yes! I am AFSCME Strong.**

**I want a strong voice at work and in my community**

**Yes, sign me up to:**

- Talk to colleagues at work about AFSCME
- Make phone calls to AFSCME members for campaigns
- Knock AFSCME member doors during campaigns

## Membership Application

### American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

New Member PLEASE PRINT LEGIBLY.  Re-commit

Local Number	Employer	
Last Name	First Name	M.I.
Street Address		Apt. No.
City	State	ZIP Code
SSN (last four digits)	Employee ID #	Job Title
Cell Phone		Personal E-mail Address
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.		
Signature		Date

### Contribution Form

**AFSCME PEOPLE**  
Become a PEOPLE MVP for \$8.35/ month (\$100 annually)



I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O.

Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution

#### Deduction Per Pay Period

- \$5  \$10  \$15  
 Other \$ \_\_\_\_\_ each pp

Circle jacket size.  
S M L XL 2XL Other \_\_\_\_\_

#### For Office Use Only

JACKET RECEIVED

or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Signature \_\_\_\_\_ Date \_\_\_\_\_

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

PLEASE PRINT LEGIBLY.

Last Name	First Name		M.I.
Street Address		Apt. No.	
City	State	ZIP Code	
SSN (last four digits)	Employee ID #	Occupation	
Local Number		Employer	
Cell Phone		Home Phone	
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.			
Personal E-mail Address			

