AGREEMENT BETWEEN THE TOWN OF CONWAY, NEW HAMPSHIRE AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO AND ITS APPROPRIATE AFFILIATES COUNCIL 93, LOCAL #859

January 1, 2014 – December 31, 2016

TABLE OF CONTENTS

ARTICLE 1: PURPOSE AND INTENT	4
ARTICLE 2: RECOGNITION	4
ARTICLE 3: MAINTENANCE OF MEMBERSHIP	4
ARTICLE 4: DEDUCTIONS	5
ARTICLE 5: MANAGEMENT RIGHTS	5
ARTICLE 6: SICK LEAVE	7
ARTICLE 7: JURY DUTY	7
ARTICLE 8: ANNUAL VACATIONS	7
ARTICLE 9: BEREAVEMENT LEAVE	8
ARTICLE 10: MILITARY SERVICE	9
ARTICLE 11: HOLIDAYS	9
ARTICLE 12: LEAVE OF ABSENCE	10
ARTICLE 13: SAFETY/CLOTHING	10
ARTICLE 14: EMERGENCY WORK	11
ARTICLE 15: BULLETIN BOARDS	11
ARTICLE 16: TEMPORARY ASSIGNMENT DIFFERENT GRADE CLASSIFICATION	11
ARTICLE 17: CONTINUOUS TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION	12
ARTICLE 18: INSURANCE	12
ARTICLE 19: DISCIPLINARY PROCEDURES	13
ARTICLE 20: GRIEVANCE PROCEDURE	14
ARTICLE 21: WAGES	16

ARTICLE 22: SENIORITY 18

ARTICLE 23: PROMOTIONS, TRANSFERS, AND LAYOFFS 18

ARTICLE 24: HOURS/WORK SCHEDULE AND RESIDENCY 19

ARTICLE 25: WINTER ROAD MAINTENANCE SEASON 20

ARTICLE 26: STRIKES AND LOCKOUTS PROHIBITED 21

ARTICLE 27: FAMILY AND MEDICAL LEAVE ACT POLICY 21

ARTICLE 28: STABILITY OF AGREEMENT 22

ARTICLE 29: TERMINATION 22

ARTICLE 30: MANAGEMENT AND UNION MEETINGS 23

ARTICLE 31: SIGNATURE PAGE 23

APPENDIX A: FLEXIBLE BENEFITS PLAN 24

APPENDIX B: MATRIX 26

APPENDIX C: FAMILY MEDICAL LEAVE ACT 27

APPENDIX D: FMLA DISPUTE FORM 28

ARTICLE 1: PURPOSE AND INTENT

1.1 The purpose of the Town of Conway and the Union in entering into this Labor Agreement is to set forth their agreement on rates of pay, job specifications, wages, hours of work and other conditions of employment so as to promote orderly and peaceful relations between the Town and its organized employees.

ARTICLE 2: RECOGNITION

2.1 The Town of Conway, NH, hereby recognizes local #859 of the American Federation of State, County and Municipal Employees Union as the sole and exclusive representative of all employees of the Highway, Solid Waste, and Service Departments for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment, which are subject to this contract.

Employees represented by this agreement that are assigned to non-bargaining unit duty, shall remain covered by and shall be afforded all rights provided under this agreement.

2.2 Excluded from this agreement are temporary employees, introductory period for new employees (less than six (6) months), part-time help who work less than thirty two (32) hours on weekly average for previous anniversary year, licensed or registered engineers, commissioners, trustees or board members, and supervisory personnel who have involvement in the hiring, discipline, and evaluation process for two or more personnel.

2.3 Certification of the various units shall remain as approved by the Public Employees Labor Relations Board under the provisions of 273-A. It is not the intent of this clause to deprive any of the employees mentioned above of their rights to collective bargaining.

2.4 The Town and the Union agree not to discriminate in any way against employees covered by this agreement on account of membership in the Union, or on account of race, religion, creed, color, national origin, sex, age, physical or mental disability, marital status, pregnancy, or sexual orientation.

2.5 In the event the Town changes or alters any new job title or classification in this bargaining unit, and it is not mutually resolved between the parties, it will be brought to the attention of the PELRB and, if it is their decision that they should be included, effective as of that decision they will be covered by all the provisions of this contract.

ARTICLE 3: MAINTENANCE OF MEMBERSHIP

3.1 Each member of the bargaining unit who, on the effective date of this agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date, shall continue his/her membership in the Union. An

employee may withdraw membership anytime within five (5) workdays prior to the anniversary date thereafter.

3.2 Any employee who is in the bargaining unit and is not a member of the Union, but wishes to have the Union represent him/her in grievances, shall assume full financial responsibilities as to the actual costs of processing the grievances. Collection of such fees shall be the sole responsibility of the Union.

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

3.4 The union shall post notices on departmental bulletin boards thirty (30) calendar days prior to the anniversary date.

ARTICLE 4: DEDUCTIONS

4.1 The Town agrees to deduct from all employees who are covered by this agreement, the Local #859 dues and to send said dues, along with a statement indicating who has paid these dues, to the Treasurer of Local #859 AFSCME.

4.2 The Union will keep the Town informed of the correct name and address of the Treasurer of Local #859 AFSCME.

4.3 This deduction of dues shall be made on a pay period basis and shall be sent monthly to the Treasurer of Local #859 AFSCME.

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

4.5 The Town is to make a single additional deduction per employee, if so requested by the employee, to a Union Employees Benefit Package with a single payment to one entity by the Town.

ARTICLE 5: MANAGEMENT RIGHTS

5.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, it is mutually agreed that the Employer retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer or any part of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with

respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

5.2 Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:

a. To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed.

b. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.

c. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.

d. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rule, existing or future.

e. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.

f. To assign and distribute work.

g. To assign shifts, workdays, hours of work and work locations.

h. To determine the need for and the qualifications of new employees, transfers and promotions.

i. To discipline, suspend, demote or discharge an employee.

j. To determine the need for additional educational courses, training programs, on-the-job training and cross training, and to assign employees to such duties for periods to be determined by the Employer.

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

ARTICLE 6: SICK LEAVE

6.1 Sick leave shall be granted at the rate of .833 days per month (10 days per year). Sick leave shall become due as earned and shall be allowed to accumulate to a maximum of 480 hours .

6.2 The Department shall have the right at all times to investigate any sickness claimed by an employee.

6.3 Sick leave shall be considered an earned right and shall come due as earned and may be used for actual sickness, or disability of the employee, or to meet dental appointments or to take physical examinations or other sickness prevention measures.

6.4 Sick leave shall be counted as hours worked when computing overtime.

6.5 An employee shall be required to present a doctor's certificate after the fifth (5th) day of absence or if the employee demonstrates a pattern of absence and the employer can document the pattern of absence.

6.6 An employee shall receive 25% buyback of sick leave accumulation if he leaves the employ of the Town in good standing after five (5) years of continuous service, and 50% of accumulation upon retirement from the service of the Town, and further qualifies for State retirement.

6.7 Employees with a minimum of 240 hours of accrued sick leave will have the option (at the end of the calendar year) to be paid 100% of the regular rate of pay for sick leave accrued above 240 hours and not used, during the previous twelve (12) months. The cash out may be applied toward the employee's flex benefit cost contribution on a pre-tax dollar basis.

ARTICLE 7: JURY DUTY

7.1 An employee called as a Juror will be paid the difference between the fee received for service and the amount of straight time earnings lost by such service. Satisfactory evidence of such service must be given to employee's immediate supervisor.

7.2 All time spent while serving on Jury Duty shall be counted as hours worked when computing overtime.

ARTICLE 8: ANNUAL VACATIONS

8.1 Employees who have been in the continuous employ of the Department for one (1) year and who were hired prior to January 1, 1993, will be allowed two (2) weeks vacation with pay at regular weekly pay. Employees who have been in the employ of the Town for five (5) years will be allowed three (3) weeks vacation at regular weekly pay. Employees who have been in the employ of the Town for ten (10) years will be

allowed four (4) weeks vacation at the regular weekly pay. Employees who have been in the employ of the Town for fifteen (15) years will be allowed five (5) weeks and, twenty (20) years, six (6) weeks.

8.2 Employees who have been in the continuous employ of the Department for one (1) year and who were hired after January 1, 1993, will be allowed two (2) weeks vacation with pay at regular weekly pay. Employees who have been in the employ of the Town for five (5) years will be allowed three (3) weeks vacation at regular weekly pay. Employees who have been in the employ of the Town for ten (10) years will be allowed four (4) weeks vacation at the regular weekly pay.

8.3 An Employee, through his respective supervisor, shall request vacation time at least thirty (30) days in advance. The supervisor and/or Public Works Director shall have the right to refuse vacation time requests based on operational necessity. Should the number of requests for a specific vacation time period jeopardize manpower levels, employee vacation approvals shall be based first upon date of employee request, and second on employee longevity.

8.4 Employees may carry over to the next anniversary year up to one half (1/2) of the outgoing year's allowed vacation time, but not more than ten (10) days. This requires written request from the employee to the department head. Failure to request carry over in writing shall cause loss of earned vacation time.

8.5 No more than two (2) continuous weeks of vacation may be taken without three (3) months prior written notice to the dept. head. Additional earned vacation time may be granted by the Public Works Director.

8.6 Available vacation time will be posted at the anniversary date. Employees that do not leave the Town service in good standing will forfeit any available but unused vacation time.

ARTICLE 9: BEREAVEMENT LEAVE

9.1 Bereavement leave of up to three (3) working days with pay between the date of death and the date of the funeral, inclusive, shall be granted an employee in the event of the death of his/her:

Spouse	Sister
Father	Brother
Mother	Child
Father-in-law	Mother-in-law

9.2 Special leave of one (1) working day with pay for the purpose of attending the funeral shall be granted an employee in the event of the death of his/her:

Grandmother	Aunt
Grandfather	Uncle
Grandchild	Sister-in-law
Brother-in-law	

9.3 Under extenuating circumstances, two (2) additional days with pay may be granted under 9.1 and 9.2, with the written approval of the Town Manager.

ARTICLE 10: MILITARY SERVICE

10.1 Shall be governed by existing law.

ARTICLE 11: HOLIDAYS

11.1 All Bargaining Unit employees shall be paid the following named holidays. Should a holiday fall on a Sunday it will be celebrated on a Monday. Should a holiday fall on a Saturday it will be celebrated on the preceding Friday.

New Year's Day	Independence Day
President's Day	Labor Day
Memorial Day	Columbus Day
Fast Day	Thanksgiving Day
Veteran's Day	Christmas Day

In addition to the above, employees shall receive two (2) floating holidays, to be approved by the Foreman.

Further, employees shall have the day after Thanksgiving off unless it snows. In the case of snow, the employee will work at straight time for the first eight hours and be given an alternate day off. Employees shall have the day before Christmas off if Christmas falls on a Tuesday, Wednesday, Thursday or Friday. If it snows and plowing is required, the employees will work at straight time for the first 8 hours and be given an alternate day off. Change of the Christmas Eve day off may be arranged between the Town Manager and the Bargaining Unit.

11.2 All work performed on a holiday shall be at the rate of double time over and above the regular hours paid for the holiday, for all hours worked. When computing overtime for a holiday week, the holiday will count as eight (8) hours worked. Should there be a call-out on the holiday, then the hours worked in excess of eight (8) hours will also be counted when computing overtime.

11.3 An employee shall be entitled to the holiday pay referred to in 11.2 of this article, if he/she works the day preceding and the day following the particular holiday, but not

otherwise, except for a substantial reason or emergency. Otherwise, time worked shall be at regular overtime rate of 1-1/2 x hourly rate.

11.4 Holidays may be substituted for other dates if agreed to by all parties.

ARTICLE 12: LEAVE OF ABSENCE

12.1 The Town agrees to grant to employees who are members of the Union such reasonable leave of absence for transacting Union business in such numbers and for such lengths of time as the Union and the Town shall determine, provided such leave does not interfere with the work of the Department(s) involved. The Town shall not pay an employee during such leave of absence.

12.2 A reasonable number of employees who act as representatives of the Bargaining Unit shall be given a reasonable opportunity to meet with the employer or his representatives during working hours without loss of compensation or benefits for negotiations, or in the settlement of grievances, in accordance with RSA 273-C:11.

ARTICLE 13: SAFETY/CLOTHING

13.1 The Department shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Departments and the Union may meet once in ninety (90) days at the request of either party, to discuss such regulations, and shall further have representation on the Town's Joint Loss Management Committee which is charged with the responsibility to monitor and enforce the Town's Joint Loss Management Manual in accordance with the State's Worker's Compensation Law. The Union agrees that its members will comply with the Department's rules and regulations relating to safety, economy and efficiency of services to the Department and the Public. Failure to do so is grounds for disciplinary action, to include dismissal, subject to grievance procedure.

13.2 The Union and its members agree to exercise proper care and to be responsible for all Department property issued or entrusted to them. Failure to do so is grounds for disciplinary action, to include dismissal, subject to grievance procedure.

13.3 The Town shall furnish rain gear, hip boots, gloves and special clothing as needed for the health and safety of all employees. The Town shall also provide long and short-sleeved shirts, pants and jackets and the cleaning and maintenance of them. The Town shall provide funding for safety boots in an amount not to exceed two hundred twenty five dollars ($225.00) per person per year. Employees may choose to receive a direct payment from the Town (subject to income tax deduction) in the amount of $175.00 or they may choose to submit receipts for eligible boots up to a total of $225.00.

Effective June 1, 2007, all employees shall be required to wear ANSI certified steel-toed safety boots while on duty.

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

ARTICLE 14: EMERGENCY WORK

14.1 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, to include dismissal subject to grievance procedure.

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

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

14.4 Any decision to require employees to report for emergency duty shall only be made by the Town Manager or Public Works Director or their designees.

ARTICLE 15: BULLETIN BOARDS

15.1 The Departments shall provide space for bulletin boards for the posting of notices of the Department addressed to the employees and notices of the Union addressed to the members. The Department shall locate its bulletin boards at convenient places within the Department. No Union notice shall be posted in or around the Department's property except on such boards. No notice shall be posted until it has been signed either by the President or Secretary of the Union.

ARTICLE 16: TEMPORARY ASSIGNMENT TO A DIFFERENT GRADE CLASSIFICATION

16.1 An employee may be temporarily assigned to any position of the same or lower class grade classification without change in pay. Upon cessation of such temporary assignment, such employee shall be restored to his/her original position.

16.2 An employee temporarily assigned to any position of a higher-grade classification shall be paid at the equivalent percentage of the mean for that higher classification after one day in that position, but in no case an amount greater than the hourly rate of the employee being replaced.

16.3 An employee temporarily assigned to the foreman position of a department shall be paid the same rate as the foreman.

16.4 An employee assigned as the Acting Foreman on a weekend and/or a holiday standby shall be compensated for a minimum of two (2) hours per day at the rate of time and one half the hourly rate of the Foreman. If the employee is called in he will be compensated a minimum of four hours at the rate of time and one half the Foreman base hourly rate.

ARTICLE 17: CONTINUOUS TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

17.1 When a position becomes vacant and such vacancy is expected to be of duration in excess of thirty (30) days, an employee may temporarily be promoted to the vacant position subject to Promotions and Transfers as outlined in Article 23. If the temporary promotion becomes permanent for the employee, then the time employed on a temporary basis shall be credited towards completion of the introductory period in the position, provided the employee has served satisfactorily and on a continuous basis in the promotional position. Management reserves the right to determine the operational necessity of filling the position.

ARTICLE 18: INSURANCE

18.1 The Town shall provide life insurance coverage with accidental death and dismemberment on each employee in the amount of $20,000. The benefit shall survive employment with the Town by sixty (60) days unless separation from service with the Town was for cause or the group insurance policy does not allow extended coverage beyond termination of employment.

18.2 The Town shall provide Long Term Disability Insurance coverage which shall cover an employee to at least age 65. There shall be a 90 calendar day elimination period. The benefit shall be 60% of an employee's base pay with a maximum of a $3,500 monthly benefit. Employees should refer to Certificate of Coverage for detailed explanation of coverage.

18.3. A. The medical/health insurance and additional benefits beyond 18.1 and 18.2 above shall be in accordance with the Town's Flexible Benefits Plan, included as Appendix A of this contract. Town's dollar payment amount to be equal to 80% of NHMA's HMO (MTB5-RX 10/20/45) Medical Plan.

18.3.B. Costs, and employee/employer contributions are in accordance with the Flexible Benefits Plan.

18.4 The Town shall pay for required CDL examination certificate unless covered by group medical insurance. Employee testing shall be conducted according to the procedures identified in the Omnibus Transportation Employee Testing Act of 1991.

18.5. The Town shall offer and pay for an eye examination for each employee once each two (2) years unless covered by group medical insurance.

ARTICLE 19: DISCIPLINARY PROCEDURES

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

19.2 All suspensions and discharges must be stated in writing with the reason stated and a copy given to the employee and the Union at the time of suspension or discharge.

19.3 Disciplinary actions shall normally follow this order:

(a) A verbal warning
(b) A written warning
(c) Suspension without pay
(d) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge (see following Section).

19.4 An employee may be suspended or discharged for the following reasons, but not limited to:

(a) Misconduct during employment
(b) Incompetence or inefficiency
(c) Failure to perform assigned duties
(d) Disobedience of his/her superior
(e) Intoxication while on duty
(f) Possession, solicitation or sale of drugs or alcohol while on duty
(g) Conviction of a felony
(h) Incompatibility with other employees
(i) Failure to observe rules and regulations
(j) Unauthorized absence from duty
(k) Substance abuse (drug or alcohol - See Also Sec. 19.6)

19.5 No employee shall be penalized, disciplined, suspended or discharged without just cause. Infractions from prior periods will not be considered during an employee's annual evaluation except in progressive disciplinary situations where the prior infraction is relevant to a current disciplinary action.

19.6 Employees testing positive for substance abuse will have two options: Option one, terminate employment with the Town of Conway; Option two, seek assistance of a substance abuse professional (SAP). Expense for SAP services and rehabilitation services shall be borne by the employee. The SAP and rehabilitation program must be accredited and approved by the Town of Conway. Failure to cooperate with or adhere

to the SAP program or testing positive during rehabilitation shall result in immediate termination of employment. A second (2nd) offense shall result in immediate termination. The loss of CDL will result in termination of employment.

19.7 An employee may have his/her union representative at any meeting with Management regarding Disciplinary Procedures at his/her request.

ARTICLE 20: GRIEVANCE PROCEDURE

20.1 A grievance for the purpose of this agreement is a complaint against the employer by an employee, employees or the Union with respect to the meaning and/or application of a provision(s) of this agreement.

20.2 Before a grievance is filed, the employee shall attempt to settle complaints through discussion with the employee's supervisor. The supervisor shall respond to the employee in writing within two days.

At each grievance step either party may request a face-to-face meeting. The employee has the right to Union representation.

Grievances shall proceed in the following manner:

Step 1. A grievance must be filed in writing to the immediate supervisor within ten (10) workdays of its occurrence.

Step 2. The supervisor must render a written decision within five (5) workdays.

Step 3. The supervisor's decision may be appealed within five (5) workdays of signed receipt of the Step 2 decision to the Public Works Director. The Public Works Director has five (5) workdays to render a written decision.

Step 4. The Public Works Director's decision may be appealed to the Town Manager within five (5) workdays of signed receipt of decision. The Town Manager shall have ten (10) workdays to render a written decision.

Step 5. An unfavorable decision by the Town Manager may be appealed to the Board of Selectmen within five (5) workdays. The Board of Selectmen shall have ten (10) workdays to render a decision.

Step 6. An unfavorable decision by the Board of Selectmen may be appealed to the American Arbitration Association within ten (10) workdays of the last decision. The decision of the American Arbitration Association shall be final and binding, and the cost of the Arbitration shall be borne equally by both parties. All decisions involving wages, wage rates, promotions, transfers, hours worked or not worked, shall be retroactive to the date the grievance first occurred.

20.3 Any step may be by-passed by mutual agreement and time frames for responding to a grievance may be extended by written mutual agreement of the parties.

20.4 If arbitration is required, the parties agree to request arbitrators who are residents of New Hampshire. Should no arbitrator be mutually suitable to both parties, then the request may be expanded to other New England states.

20.5 Mediation of Grievances - If the Union has referred, in timely fashion, a grievance to arbitration, the parties may jointly agree to submit the grievance to mediation in lieu of arbitration in accordance with the following provisions:

A. Mediation of a grievance will be scheduled only on the basis of a joint request for mediation by the Union and the Board made within five (5) calendar days after the Union has referred the grievance to arbitration, unless the parties mutually otherwise agree in writing.

B. The mediator shall be a trained third party neutral agreed to by both parties.

C. One representative for each party shall present its position to the mediator, provided that the grievant shall have the right to be present at the mediation conference.

D. The parties' representatives may, but are not required to, present the mediator with a brief written statement of the facts, the issue and the arguments in support of their position. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.

E. Proceedings before the mediator shall be informal in nature. The rules of evidence will not apply, and no record of the mediation conference shall be made.

F. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

G. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision that shall include the basis thereof, unless both parties agree that no such decision should be provided.

H. The mediator's advisory decision, if accepted by both parties, shall not constitute a precedent unless both parties otherwise agree.

I. If no settlement is reached at mediation, the Union is free to arbitrate the grievance, provided it advises the Board, in writing, within ten (10) calendar days following the mediation conference.

J. In the event a grievance that has been mediated goes to arbitration, the mediator may not serve as the arbitrator. Nothing said or done by the mediator may be referred to or introduced into evidence at the arbitration hearing, and nothing said or done by either party in the mediation conference may be used against the other party in arbitration.

K. The fees and expenses of the mediator shall be divided equally between the Board and the Union, provided; however, that each party shall be responsible for compensating its own representatives.

ARTICLE 21: WAGES

21.1 For contract years 2014-2016 wages shall be in accordance with the Merit Performance System and merit matrix (Appendix B).

21.2 The Town will provide the Bargaining Unit with the opportunity to dialogue alternative solutions when it considers contracting out work in a non-emergency situation. If such contracting out will cause the permanent loss of a Bargaining Unit position or positions, the Town shall provide the opportunity to dialogue and/or submit a proposal for services.

21.3 Longevity pay shall pertain to bargaining unit members in the employ of the Town and within the Bargaining Unit prior to January 1, 1993. For every three years of continuous service a Bargaining Unit member shall receive $100 (accumulative) with a cap of $700 after 21 years of service.

21.4 The 2012 JOB CLASSIFICATION/PAY SCALE is as follows:

Position	Low	Average	High
Mechanic	18.46	21.10	25.31
Hwy. Equipment Operator	17.62	20.14	24.17
Truck Driver	16.34	18.67	22.41
Solid Waste Equip. Oper.	17.62	20.14	24.17
Recycling Attendant	15.04	17.19	20.63
Scale Attendant	15.04	17.19	20.63

21.5 The Job Classification/Pay scale shall be adjusted annually utilizing the New Hampshire Municipal Association's Annual Wage/Salary Survey as a base document and data contained therein on the 30 towns listed in 21.6 C. (Either party may introduce other sources of data). The Town shall provide the Bargaining Unit with a copy of the wage survey material used and the actual analysis.

A new hire shall commence employment at the low wage level (87.5% of the average). Management, however, shall have the flexibility to hire new employees at a rate of pay no higher than the lowest paid employee in the classification.

21.6 List of towns for comparison purposes:

Amherst
Bedford
Berlin
Bow
Claremont
Durham
Exeter
Franklin
Gilford
Goffstown
Gorham
Hampton
Hanover
Hooksett
Jaffrey
Laconia
Lebanon
Littleton
Londonderry
Meredith
Milford
Newmarket
Pelham
Peterborough
Plymouth
Rye
Seabrook
Somersworth
Windham
Wolfeboro

21.7 Merit Pay Evaluations:

A. Employees shall receive evaluations during the first full workweek of November of each year with earned merit pay effective on November 1.

B. A bargaining unit member who considers himself to be unfairly rated/evaluated may, within ten (10) workdays of the evaluation, request a review by the Town Manager. The Town Manager shall render a decision within five (5) workdays of the request. Should the employee feel the matter is not resolved, he may, within five (5) working days, request to meet with the Board of Selectmen, who shall meet with the employee within ten (10)

workdays. The affected bargaining unit member may request mediation of the Board's decision. The mediator shall be selected from a mutually agreeable list.

ARTICLE 22: SENIORITY

22.1 An employee's seniority shall commence with the hiring date and continue so long as the Town employs him.

22.2 An employee shall continue to accrue seniority during absence caused by the following:

A. Illness resulting in total temporary disability due to his/her regular work with the Town, certified to by affidavits from Worker's Compensation carrier.

B. Illness not the result of his/her own misconduct resulting in total temporary disability, certified by a physician's affidavit.

C. While on active duty with the Armed Forces.

22.3 Seniority shall be defined as having priority over or being given preference because of continuous years of service.

ARTICLE 23: PROMOTIONS, TRANSFERS, AND LAYOFFS

23.1 The Department reserves the right and shall have the right to make promotions or 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.

23.2 Promoted or transferred employees shall be given a six (6) month introductory period to learn a new or different job. The employee has the right to return to his prior position within the introductory period at previous rate of pay subject to any merit pay adjustments.

23.3 All management positions must be posted and qualified employees shall be given the opportunity to apply for these jobs.

23.4 All unit vacancies, promotions and new jobs must be posted for ten (10) days so that all employees will have an opportunity to apply for these jobs. If an employee is on leave his name shall be placed on the applications list until his intentions can be ascertained.

23.5 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 20.

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

23.7 Seniority shall be the determining factor in all layoffs, except that employee(s) with the least seniority shall not be laid off first if the employee(s) with the most seniority does not possess the job's minimum qualifications or has less individual qualifications as relate to the job description held by the less senior employee.

ARTICLE 24: HOURS/WORK SCHEDULE AND RESIDENCY

24.1 The normal workweek shall begin on Sunday at 00:01 a.m. and end on Saturday at 12:00 p.m. midnight.

24.2 Fifteen minute rest periods shall be granted during each 4-hour block of work. A 1/2 hour lunch break, not considered time worked, shall be provided during each workday. During snow removal or extended winter road maintenance activities or emergencies (as defined in Section XIV) the employer may interrupt a normal workday or an extensive callback period for a rest time.

24.3 A workweek shall provide an employee with two (2) consecutive days off. The actual schedule is a management right and may vary from time to time based on operational or manpower necessity. Any change to the normal Monday thru Friday (Highway-Landfill) and Tuesday thru Saturday (Transfer) schedule shall require notification to the bargaining unit president and employee(s) affected by the change two weeks in advance, except in cases of emergency operational necessity.

24.4 Any and all hours worked over eight (8) in one day, or forty (40) in one week, shall be paid at the rate of time and one-half.

24.5 Permanent employees who are called back to work after the conclusion of their regular work day shall be reimbursed for a minimum of four hours of service at the rate of one and one-half times the employee's current rate of pay. If the need for services is less than four hours, the employee will be guaranteed four hours pay at time and one-half. If the employee is required to be called back more than once during a single four hour period, the employee shall only be paid for one call back period.

This section does not apply to scheduled overtime, call back times annexed to the beginning of the work shift, or to holdover time annexed to the end of the work shift. The supervisor will call employees beginning with the first name on the list until the required number of employees is contacted. For subsequent call outs, the supervisor will begin with the name following the last employee that reported for the prior occasion.

24.6 The workday or week will not be interrupted to avoid the payment of overtime.

24.7 No temporary employee will be assigned overtime until all regular employees have had the opportunity for such assignment and refused unless management feels fatigue, health and safety are a factor.

24.8 Residency: All employees are required to reside within fourteen (14) travel miles of the Town of Conway Highway Truck Garage located at 1593 E Main St. Center Conway, NH. It is acknowledged that as of January 1, 2007, all current employees covered by this agreement reside within the fourteen (14) mile limit.

ARTICLE 25: WINTER ROAD MAINTENANCE SEASON

25.1 Winter Road Maintenance Season: The winter road maintenance season shall begin each November 15 and continue through April 1 of the following year. During this period all employees in the following positions shall be required to be available and to report for Winter Road Maintenance duties within a reasonable period of time:

All Highway Department employees
Landfill Equipment Operator/Truck Driver
Service Department Supervisor

25.2 Authorized Leave

During the Winter Road Maintenance Season employees shall be able to take up to five vacation days or other leave (as single or multiple days off) provided that:

Only one employee may be granted such leave at any given time

The leave is requested with advance notice and is granted by the Highway Foreman.

Leave of greater than two continuous days must be requested at least thirty (30) days in advance. This provision may be waived at the foremans' discretion.

In addition, employees may request that they be relieved of Winter Road Maintenance Responsibilities for up to four weekend days or holidays provided that:

Only one employee may be granted such relief at any given time

The relief is requested with advance notice and is granted by the Highway Foreman.

If multiple employees request leave or relief for the same or for overlapping periods, preference will be given based on seniority.

Further, employees may request that they be allowed to leave work on an unpaid basis provided that:

The employee has already worked at least forty-five (45) hours in the workweek or when it is anticipated that by the end of the workweek the employee will have accumulated at least forty-five (45) hours.

The request is approved by the Highway Foreman

While employees have the right to request unpaid leave, granting of such leave is granted at the discretion of management.

25.3 Definitions:

Winter Road Maintenance is defined as all activities associated with maintaining safe and passable roads within the Town of Conway. A range of activities is included from sanding and salting prior to storms to the removal of significant snow accumulation through plowing, snow loading and removal as well as post storm operations such as winging back banks and freeing drains.

Day Off. For the purposes of this Article, a day off shall be defined as beginning at the end of the employees' regular shift and continuing through to 12:00 midnight of the next calendar day. This time may be adjusted by mutual agreement.

ARTICLE 26: STRIKES AND LOCKOUTS PROHIBITED

26.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-out, sick-in, sick-out, work slowdowns, withholding of services, or any curtailment of work or restriction or interference with the operation of the Departments or the Town of Conway, New Hampshire, during the term of this agreement.

ARTICLE 27: FAMILY AND MEDICAL LEAVE ACT POLICY

27.1 In accordance with the U.S. Department of Labor's Family and Medical Leave Act effective August 5, 1993, the Town of Conway hereby adopts the following policy:

Qualified employees are entitled to up to 12 weeks of unpaid leave per year for birth or adoption of a child, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition.

This policy shall be in accordance with the attached (Form A) YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT of 1993, except as otherwise noted.

Under this policy, a spouse refers to a husband or wife as recognized under New Hampshire State law. A parent refers to a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. It does not

include "parents-in-law." A son or daughter refers to biological, adopted, foster child, stepchild, legal ward or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

A serious health condition shall refer to an illness, injury, impairment, or physical or mental condition involving any period of incapacity or treatment in connection with inpatient care in a hospital, hospice, or residential medical care facility; any period of incapacity requiring absence from work, school or other daily activities for more than three calendar days that also provides continuing treatment by a health care provider; continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; and prenatal care.

An employee may be requested to take accumulated sick or vacation time as paid leave, based on review of the circumstances for the leave request.

The 12-month period shall begin on the first day of the initial taking of leave and go forward for 1 year.

Internal Dispute Procedure shall be in accordance with Form B.

ARTICLE 28: STABILITY OF AGREEMENT

28.1 Should any article, section or portion thereof of this Agreement be in violation of a State law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article section, or portion thereof.

28.2 Except as otherwise provided herein, all privileges and benefits that employees have hitherto enjoyed shall be continued by the Town during the term of this Agreement.

ARTICLE 29: TERMINATION

29.1 This Agreement shall be in full force and effect from January 1, 2014, to and including December 31, 2016, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least 120 calendar days from budget submission date, second Tuesday in January 2016, in accordance with RSA 273-A prior to the date of expiration

29.2 Where no such cancellation or termination notice is served and the parties desire to continue said agreement, but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice at least 120 calendar days

prior to second Tuesday in January of any subsequent year, advising that such party desires to review or change terms or conditions of such agreement and specifies the Articles to be renegotiated. This agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

Section 29.3 Should either party desire to negotiate anew health insurance benefits during the term of this contract, such party shall, by September 15 prior to the next contract year, present such proposal in writing. Said notice shall cause the negotiation process of only this contract item to begin. Said negotiations shall follow the usual negotiating guidelines.

ARTICLE 30: MANAGEMENT AND UNION MEETINGS

Management and Union representatives shall meet from time to time at the request of either party.

ARTICLE 31: SIGNATURE PAGE

In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized officers and representatives, or either, this 15th day of April 2014.

FOR THE UNION

AFSCME LOCAL #859

FOR THE TOWN

BOARD OF SELECTMEN

APPENDIX A
TOWN OF CONWAY FLEXIBLE BENEFIT PLAN
BENEFIT ELECTION FORM – Plan Year 2014

SS#: Department:
Name: Address:

PART 1. TOWN CONTRIBUTION FOR FULL TIME EMPLOYEES

Using the table below, calculate the amount of money that will be contributed by the Town toward your benefits. (Part-time employees receive a pro-rated contribution). The calculation is established annually by the Board of Selectmen and Union negotiation. Please note that the only open enrollment for health insurance is January 1, 2014.

Coverage Level	If You Choose Medical	If You Waive Medical	If You Choose Dental	If You Waive Dental
Single	7248	1250	189	100
2 Person	14496	1250	189	100
Family	19570	1250	189	100

a. Medical Contribution a. _____

b. Dental Contribution b. _____

c. Long Term Disability Contribution c. Paid by the Town of Conway

d. Life Insurance Contribution d. Paid by the Town of Conway

e. Total Town Contribution e. _____ (Add lines a and b. Also enter on line9)

PART II. YOUR BENEFIT CHOICES: Circle the benefit plans you wish to participate in this plan year and write the costs on the lines to the right. If you waive coverage in any of the sections, write WAIVE or $ -0- on the lines.

1. Medical Insurance Coverage Options ..... 1. $_____

	SINGLE	2 PERSON	FAMILY
a. MTB5 RX10/20/45	9060	18120	24462
b. MTB15IPDED RX 10/20/45	8415	16830	22720
c. BC2T10 RX10/20/45	9799	19598	26457
d. BC3T15IPDED 10/20/45	9830	19660	26541

2. Dental Insurance Coverage Options. 2. $_____

	Single	2 Person	Family
a. Low Dental Plan	189	369	726
b. Mid Dental Plan	513	987	1740
c. High Dental Plan	533	1031	1876

3. Long Term Disability Coverage .....3. $__-0-_____
The Town of Conway pays 100% of the cost of coverage,

4. Term Life Insurance Coverage ..... 4. $__-0-_____
The Town of Conway pays for $20,000 of Term Life Insurance coverage.

5. Dependent Term Life Insurance Coverage ..... 5. $_____
If you wish to buy life insurance coverage on your spouse, write the cost on line 5.

a. $5,000 Spousal Term Life Cost $13.56

b. Waive Spousal Term Life Cost $0.00

6. Health Care Reimbursement Account ..... 6. $_____
Enter the amount you want to deposit pre-tax for the Plan Year for professional medical / dental / vision / care expenses you expect to incur in the year 2014 for yourself / spouse / children which will not be reimbursed by insurance.
Minimum Contribution is $100
Maximum Contribution is $2,500. Enter $0.00 if you do not wish to contribute toward this benefit.

7. Dependent Care Reimbursement Account ..... 7. $_____
Enter the amount you want to deposit pre-tax for the plan year for the dependent care expenses you incur, which allow you and your spouse (if applicable) to be gainfully employed.
Minimum contribution is $400
Maximum contribution is $5,000 if you are single, or married filing jointly.
Maximum contribution is $2,500 if you are married filing separately.
Enter $0.00 if you do not want to contribute toward this benefit.

8. Total of Benefit Costs (add lines 1 through 7) ..... 8. $_____

9. Total Town of Conway Contribution (From part I, line e). 9. $_____

10. Total Employee Cost / Cash Back (Line 8 minus line 9) ...10. $_____

PART III. SECTION 125 ELECTION – Please indicate how you wish to pay for your benefit choices by signing the appropriate line.

I wish to pay my contribution towards by benefit PRE-TAX _____

I wish to pay my contribution towards my benefits AFTER-TAX_____

I UNDERSTAND THAT:

The choices I have indicated above will stay in effect until December 31, 2014 unless I have a qualifying change in family status.

My choice to pay contribution pre-tax will reduce my taxable wages as reported to the IRS and Social Security.

Signature: _____Date: _____
Employee

Accepted by: _____ Date: _____
Employer

FOR ADMINISTRATION ONLY

Payroll Adjustment: Pre-tax salary reduction: _____/year, _____/ pay period
After-tax salary reduction: _____/year, _____/ pay period
Cash back contribution: _____/year, _____/ pay period

APPENDIX B

ATTACHMENT B: 2014-2016 Matrix

% emp. wage to pos. avg.	87.5 < 90	90 < 95	95 < 105	105 < 110	110 < 115	115 < 120	> 120
Performance Rating							
95 < 100%	**+0.5%**	**+0.5%**	**+0.5%**	**+0.5%**	**+0.5%**	**+0.5%**	**+0.5%**
90 < 95%	**CPI**	**CPI**	**CPI**	**CPI**	**CPI**	**CPI**	**CPI**
85 < 90%	**CPI**	**CPI**	**CPI**	-0.5%	-0.5%	-0.5%	-0.5%
80 < 85%	-0.5%	-0.5%	-0.5%	-0.5%	-0.5%	-0.5%	-0.5%
75 < 80%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%
70 < 75%	-1.5%	-1.5%	-1.5%	-1.5%	-1.5%	-1.5%	-1.5%
<70%	0%	0%	0%	0%	0%	0%	0%

Evaluations are annual unless performance falls below 70%

CPI cannot exceed 3.5% and it cannot fall below 2.5%.