

**AN AGREEMENT**

**between**

**STATE EMPLOYEES' ASSOCIATION OF NEW  
HAMPSHIRE, INC.**

**SEIU LOCAL 1984**

**and**

**TOWN OF EXETER**

**Public Works  
and  
Town Office Employees**

**2006 to 2011**



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An AGREEMENT between the STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE, INC., S.E.I.U. LOCAL 1984, hereinafter referred to as the "Association" and the TOWN OF EXETER hereinafter referred to as the "Town" and collectively referred to as the "Parties."

**ARTICLE I**  
***Recognition***

- 1.1. The Town recognizes the Association as the exclusive bargaining agent within the meaning of RSA 273-A with regard to the following jobs as enumerated in the certification of State Employees Association of New Hampshire, Inc., S.E.I.U. Local 1984.

**PUBLIC WORKS**

Water/Wastewater Treatment Plant Operator  
Sanitation Laborer  
Heavy Truck Driver  
Highway Foreman  
Highway General Foreman  
Mechanic Class 1  
Custodian  
General Laborer  
Heavy Equipment Operator  
Heavy Equipment System Operator (W&S only)  
Landfill Monitor  
Secretary  
Water/Wastewater Treatment Plant Senior Operator  
Water/Sewer Distribution Technician  
Water/Sewer Forman  
Maintenance Technician  
Meter Technician  
Clerical Supervisor

**TOWN OFFICES**

Assessor Secretary  
Account Clerk/Secretary  
Accounting Supervisor  
Deputy Tax Collector  
Deputy Town Clerk  
Office Clerk  
Receptionist  
Secretary  
Clerical Supervisor  
Maintenance Worker

**FIRE/POLICE**

Secretary  
Clerical Supervisor  
Maintenance Worker

**RECREATION DEPARTMENT**

Secretary  
Maintenance Worker

- 1.2. Reference to the "Association" as exclusive representative of the employees means the state organization of the State Employees' Association of New Hampshire, Inc., and the Town shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes.

**ARTICLE II**  
***Employee Rights and Non-Discrimination***

- 2.1. The Parties agree to honor and to be bound by the provisions of RSA 273-A and RSA 354-A, as amended, with respect to the rights of employees and protection from discrimination.
- 2.2. The Town shall furnish each employee who is hired after the signing of this Agreement with a copy of the Agreement.
- 2.3. There will be no discrimination in promotions or selections for positions because of race, sex, color, religion, national origin, age, marital status, membership in or activity on behalf of the Association.

**ARTICLE III**  
***Probationary Employees***

- 3.1. All eligible full-time employees who have satisfactorily completed the twelve (12) month probationary period and received certifications shall become regular employees and shall become members of the bargaining unit. All employees shall become unit employees and shall be covered by this Agreement as of the beginning of their second year of employment, at the latest.
- 3.2. No regular employee who is on probation by virtue of a promotion or other change of job class or duties shall be considered to be a probationary employee for purposes of this Article.

**ARTICLE IV**  
***Management Rights***

- 4.1. The Employer retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Hampshire and of the United States. All rights, which ordinarily vest in and are exercised by public employers, which are not specifically relinquished in this Agreement, are reserved to and remain vested in the Employer. 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, 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, to take whatever action is necessary to comply with State or Federal law, 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.

- 4.2. For the purposes of this Agreement, "emergency" is defined as a condition or situation unexpected and out of the ordinary which requires immediate action to avoid danger to life or property.

## **ARTICLE V** *Association Rights*

- 5.1. The Association, or committees of the Association may be allowed the use of the facilities of the Town for meetings when such facilities are available subject to the approval of the Town Manager under existing policy as determined by the Employer. If the Association wishes to use any of the facilities of the Town, it shall request such use at least one week in advance and the Town shall provide the requested facility, if available.
- 5.2. Staff representatives of the Association may, upon request to the Town Manager, be allowed to visit the work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited.
- 5.3. The Town shall provide reasonable space on bulletin boards in non-public work areas for the exclusive use of the Association in communicating with employees in the bargaining unit.
- 5.4. The Town shall, within thirty (30) days after the effective date of this Agreement, furnish to the Association an alphabetical listing of the names and addresses of the employees in the bargaining unit. Upon reasonable request, the Town shall furnish updated lists to the Association. The Association agrees to limit such requests to not more than once per month.

## **ARTICLE VI** *Dues Checkoff and Fair Share*

- 6.1. The Town shall deduct the amount of Association dues certified by the Treasurer or authorized officer of the Association from the pay of each member of the Association who has heretofore submitted or who shall hereafter submit to the Town an individual written authorization for such deduction. A deduction of dues shall cover the current pay period in which the said deduction is made.
- 6.2. The Town shall pay to the Association such collected dues and fees once each month and shall include a list of the employees for which dues are being paid and the dates of such payments.
- 6.3. An individual who is not a member of the Association who request services of the Association in a grievance representation shall be charged the full fair cost to the Association of such representation. The Town shall have no responsibility in the collection of such costs.

**ARTICLE VII**  
***Basic Work Schedule***

- 7.1. Any current work schedule change shall be subject to two weeks notice, except in an emergency.
- 7.2. For pay purposes, the work week shall begin at 12:01 a.m. on Monday and end at midnight the following Sunday for all employees.

**ARTICLE VIII**  
***Overtime***

- 8.1. Hours worked beyond the normal work day or beyond the normal work week shall be paid at time and one half.
- 8.1.1. The Parties agree that there shall be no claim for overtime compensation because of part-time work in a town department different from the employee's regular employment.
- 8.2. The supervisor shall give as much notice as practicable when overtime will be worked.
- 8.3. Time worked, for the purpose of this article, shall mean all time an employee is on pay status, subject to the exception set forth in 8.1.1. Pay status shall mean time worked and paid time off.
- 8.4. Claims for overtime payment should be made in the week in which the overtime is worked, and, to the extent practical, will be paid in the employee's next pay check.
- 8.5. In the event that an employee is called back to work after the end of his/her last regularly scheduled shift, s/he shall receive time and one-half pay for all time worked on such call out which is not part of a regularly scheduled shift, but in no case shall the call out pay be less than three (3) hours pay at time and one-half.
- 8.6. Overtime shall be distributed equally among qualified employees customarily performing the kind of work required, but preference shall be given to those employees currently assigned to the work section, area, or job in which the overtime is to be worked.
- 8.6.1. An employee shall not be relieved of duty during regular shift hours in his/her basic work week, in order to compensate for or offset overtime hours worked, unless (a) he/she agrees to be relieved of duty, or, (b) it is in the interest of the employee, the employer or the general public to relieve the employee of duty for reasons of health or safety.
- 8.7. The Town agrees not to violate the terms of the Federal Fair Labor Standards Act.

## ARTICLE IX

### *Holidays*

- 9.1. The following and any other days designated by the Board of Selectmen or Town Manager are the official holidays for the term of the Agreement:
- |                       |                        |
|-----------------------|------------------------|
| New Year's Day        | Columbus Day           |
| Washington's Birthday | Veteran's Day          |
| Memorial Day          | Thanksgiving           |
| Independence Day      | Day after Thanksgiving |
| Labor Day             | Christmas              |
- 9.1.1. Any of the aforementioned holidays falling on a Sunday shall be treated as falling on the following Monday. In like manner, any of the aforementioned holidays falling on a Saturday, shall be treated as falling on the preceding Friday.
- 9.2. When a holiday falls on the regularly assigned day off for the employee, such employee shall be compensated by another day off.
- 9.2.1. All holidays must be taken in full days only.
- 9.3. Payment for holidays will be as follows:
- 9.3.1. **Holidays not worked:** Every employee who meets the conditions for holiday pay under 9.4. below will be paid at his normal straight time, hourly rate for each holiday not worked.
- 9.3.2. **Holidays worked:** Employees will be paid time and one-half for all hours worked on holidays within their regular work schedule, plus their regular weekly pay.
- 9.4. To be eligible for holiday pay, the employee shall have worked the full scheduled standard work day (of the standard work week) before the holiday and the full scheduled standard work day (of the standard work week) after the holiday, unless the employee's absence is due to one of the following reasons:
- Told not to report to work.
  - Sent home after reporting to work.
  - Attending to compulsory civic duty, such as jury duty, etc.
  - Recovering from occupational injury received in the Town's employ.
  - Death in the family or illness in accordance with the provisions of 12.2.3.
  - If on vacation.
- 9.5. Employees shall be eligible for holiday pay at the date of employment.



**ARTICLE X**  
***Wage and Salary Administration***

- 10.1. **Wages:** (See Appendices)
- 10.1.1. Effective January 1, 2003, employees shall be paid in accordance with the wage schedule set forth in Appendix A-1. Implementation of the August, 2001 Pay and Classification Study and the nature of subsequent wage adjustments on July 1, 2006, July 1, 2007, July 1, 2008, July 1, 2009 and July 1, 2010 are described in Appendix A-2.

10.1.2. **Step Bonus:** A one-time bonus shall be payable to employees on the date of approval by the public employer, in the amount of \$600.00 payable only to employees who have completed their probationary period as of the date of such approval.

- 10.2. **Longevity Pay:** Full-time employees shall receive longevity pay according to the schedule below for continuous long-term service. Payments shall be made in the first pay period of December annually. Any member, who voluntarily leaves the service of the Town prior to December 1, but after their anniversary date, shall receive the annual payment prorated, based on the period served in the current year. Retirees shall be paid in full for the year in which they retire.

After Completion Of:

5th continuous year	\$ 300.00 annually
6th continuous year	350.00 annually
7th continuous year	400.00 annually
8th continuous year	450.00 annually
9th continuous year	500.00 annually
10th continuous year	550.00 annually
11th continuous year	600.00 annually
12th continuous year	650.00 annually
13th continuous year	700.00 annually
14th continuous year	750.00 annually
15th continuous year	800.00 annually
16th continuous year	850.00 annually
17th continuous year	900.00 annually
18th continuous year	950.00 annually
19th continuous year	1,000.00 annually
20th continuous year	1,050.00 annually
25th continuous year	1,500.00 annually

- 10.3. Payroll checks shall contain an itemization of all payroll deductions for the pay period.
- 10.4. **Beginning Salary:** The minimum rate of pay for a class shall normally be paid upon appointment to the class. However, the Town Manager may make original appointments at a salary above the minimum rate of pay whenever such action is in the best interest of the Town.
- 10.5. **Demotion:** If an employee is moved into a lower paying position as a result of a reduction in force s/he may be employed at the maximum salary range of the lower class for which qualified, but s/he will receive at least the rate to which his/her length of service would otherwise have entitled him/her to in that class. If

the maximum salary of the lower class is the same or higher than the salary of the person who moved into a lower paying position, the salary of that person shall be the same as s/he received prior to the move.

- 10.6. When an employee is promoted s/he shall suffer no loss in compensation.
- 10.7. **Temporary Assignment to Higher Position:** Employees covered by this Agreement who are required to assume, temporarily, the duties and responsibilities of a higher paid position, will be paid the minimum pay for such a position or their regular rate of pay, whichever is more, **providing that such temporary assignment continues for three consecutive work shifts during the calendar year.**
- 10.8. **Severance Pay:** Any employee who ceases or terminates his/her employment with the Town without first giving fourteen (14) calendar days notice of his intentions to quit said employment shall forfeit any severance pay. Any employee who terminates his employment with the Town after having given fourteen (14) calendar days notice either to his Department Head, or to the Town Manager shall be entitled, after one year of service, to one week severance pay, plus any unused portion of annual leave. Any accrued sick leave shall be forfeited to the Town.
- 10.9. The Town and the Association agree that all cost items of this Agreement must be approved by the Town at the Annual or Special Town Meeting, and the action taken at such meeting shall be final on all cost items. These cost items will be included by the Selectmen in the annual Town Budget. Also, both Parties agree that the cost items included in this Agreement shall not become effective unless and until appropriate action is taken by Town Meeting.

Until the cost items have been approved or until a revised agreement is reached which is consistent with the action taken at the Town Meeting, the compensation and fringe benefits of employees covered by this Agreement shall be continued in accordance with the previous contract, provided that sufficient funds have been made available by the most recent Town Meeting.

## **ARTICLE XI**

### ***Uniforms and Safety Equipment***

- 11.1. The Town shall determine and provide such safety equipment as necessary for employees to safely carry out their duties.
- 11.2. All non-office employees shall report to work in reasonably clean clothes consisting of standard uniforms and/or clothes approved by the Town. Any employee who reports to work out of uniform will be sent home on their own time to change into approved uniform.
- All non-office employees will be issued a basic uniform package containing up to 11 sets of pants (cotton, polyester, or denim) and long sleeve shirts (cotton or polyester) cleaned on a weekly basis. Cleaning shall be provided at the Town's expense.
- All non-office employees may receive other Town approved T-shirts, sweatshirts, jackets, windbreakers, and hats.

An allowance not to exceed the schedule below for steel towed safety boots shall be provided in accordance with the safety shoe policy:

- July 1, 2007 - \$135
- July 1, 2008 - \$185
- July 1, 2009 - \$235

Once an employee has used his or her boot allowance to purchase boots in a given calendar year, management will replace those boots if they are damaged while on duty and are no longer satisfactory for work.

## **ARTICLE XII**

### ***Leave Administration***

#### **12.1. Annual Leave:**

12.1.1. Unit employees shall be entitled to annual leave with full pay on the basis of the following schedule:

After first year	-	five work days annually
After second year	-	ten work days annually
After fifth year	-	fifteen work days annually
After tenth year	-	seventeen and one-half work days annually
After fifteenth year	-	twenty work days annually
After twenty-fifth	-	twenty five work days annually

12.1.2. Except in an emergency, every employee shall be afforded the opportunity to receive at least two consecutive weeks of annual leave if earned leave time is adequate.

#### **12.1.3. Vacation Administration:**

12.1.3.1. **Vacation Schedule:** Vacations shall be scheduled between January 1st and December 31st, allocated in preference by seniority. All vacations must be taken prior to December 31st of the vacation year. It is the policy of the Town not to grant payment in lieu of vacations.

12.1.3.2. **Divided Vacation:** A divided vacation may be approved by the Department Head and/or Town Manager provided it is taken within the vacation year. Such a decision will consider departmental work schedule and/or schedule for shutdown. All employees shall take one full week's vacation. The remaining earned vacation may be taken as wished, with approval of the Department Head.

12.1.3.3. **Maintenance of Vacation Schedules:** Vacation schedules for employees in all departments shall be maintained by the Department Head and should be posted in each department no later than April 1st of the year.

12.1.4. Upon termination of employment, a permanent employee will be paid for any unused accumulated annual leave at his/her regular rate of pay. In the event of

death of an employee, a sum equal to the number of days of annual leave remaining shall be paid to his/her estate.

- 12.1.5. Notwithstanding 12.1.3.1. above, any employee who, by virtue of reaching his/her anniversary date between July 1st and December 31st, earns additional vacation time shall be allowed to carry over such additional vacation time until their anniversary date of the following year.

12.2. **Sick Leave:**

12.2.1. Every unit employee shall be entitled to sick leave with full pay on the basis of the formula given below and computed at the end of each completed month of service.

<b><u>Days Per Month</u></b>	<b><u>Days Per Year</u></b>	<b><u>Maximum Accumulation</u></b>
1 ¼	15	120

12.2.2. Sick leave is earned from the first day of employment and, six (6) months, may be used as earned.

12.2.3. Paid sick leave shall be granted for the following reasons:

- a) personal illness;
- b) non-compensable bodily injury or disease;
- c) exposure to contagious disease, or quarantine;
- d) attendance upon member of the immediate family, whose illness requires the care of such employee for no longer than one day except that, with prior approval of the Department Head and the Town Manager, an extension may be granted, provided however that extensions will not be denied unreasonably.

Employees absent for the above reasons shall report such absence to their supervisor immediately, together with the reasons for the absence. A statement may be required from a qualified physician (designated by the Town Manager and at town expense) certifying the condition of the employee or a member of the family who has been reported ill.

12.2.4. Whenever a former employee who has been separated from the Town by a reduction in force, or for reasons without prejudice but for the convenience of the Town, is reinstated within one (1) year and had satisfactory work performance, the previously accumulated and unused balance of his/her sick leave allowance not paid shall be returned to his/her credit.

12.2.5. In the event of retirement or death of an employee, s/he or his/her estate shall be paid for all unused sick leave time to his/her credit at one-half the employee's regular rate of pay at the time of such retirement or death. Retirement means leaving Town employment upon reaching age 62 in anticipation of receiving retirement benefits.

12.2.6. Disabilities caused or contributed to by pregnancy, childbirth, and recovery therefrom shall entitle the employee to use accrued sick leave.

12.3. **Bereavement Leave:**

12.3.1. An employee is entitled to bereavement leave at full pay, not to exceed three working days between the date of death and the date of the funeral, inclusive for a death in the immediate family. For the purpose of administering the provisions of bereavement leave, immediate family shall mean; spouse, parent, brother, sister, child, father-in-law, mother-in-law, step-parent, step-child, step-brother, step-sister, or a person living within the household.

12.3.2. An employee is entitled to bereavement leave at full pay for one working day for the purpose of attending the funeral of a grandchild, grandparent, brother-in-law, sister-in-law, aunt or uncle.

12.4. Special Leave of up to three days may be granted by the Department Head to an employee in the event of the death of a person whose death presents special immediate family commitments, not to be added to 12.3.1. or 12.3.2.

12.5. **Leave Of Absence Without Pay (Per FMLA):**

Any employee, upon proper written application to and upon written approval of the terms by the Town Manager, may obtain a leave of absence without pay for a period up to 12 weeks under the following conditions:

- a. An employee has less than 12 weeks of ordinary leave at the time of application. (Ordinary leave defined as: sick, vacation and personal leave), with the exception of placement of a child for adoption or foster care in which case only vacation and personal leave need be exhausted.
- b. The combination of ordinary leave and of FMLA leave previously taken in the 12 months prior to the date the requested leave begins in less than 12 weeks.
- c. An employee has worked for the Town at least 12 months and must have worked at least 1,250 hours in the 12 months prior to the date the requested leave begins.
- d. Such leave must be taken within 12 months from the date the requested leave begins.
- e. Time spent on FMLA leave shall not be considered in calculating ordinary leave.
- f. Employees must give thirty (30) days advanced notice of the need to take unpaid FMLA leave, when it is foreseeable for the birth or placement of a child for adoption, or for planned medical treatment. When unforeseeable events occur that require FMLA leave, employees must give notice within one working day. Notice should be given either in person or by telephone to the employee's immediate supervisor who shall, in turn, inform the Town Manager.
- g. The combination of ordinary leave and FMLA leave shall not exceed a total of 12 weeks for each 12-month period the said employee has worked prior to the date the requested leave begins except as provided for under Section 12.5.1.

- 12.5.1. Extensions of leave for additional periods may be granted by the Town Manager with approval of the Board of Selectmen.
- 12.5.2. At the expiration of the leave period if it is twelve weeks or less, the employee shall be reinstated in the same status as he/she held prior to the leave of absence. If the leave period granted exceeds twelve weeks, the employee may be reinstated in the same status as (she/she held prior to the leave of absence if the same status is available. If the same status is not available, the employee may be employed in the closest lower status available.
- 12.5.3. Leave shall be granted for:
- a. The birth and first year care of child;
  - b. Adoption or foster placement of a child in employee's home;
  - c. The serious medical condition of employee's spouse, child or parent, or,
  - d. The employee's own serious medical condition.
- 12.5.4. The following will be required of employees applying for FMLA leave:
- a. A completed Dept. of Labor form 380 "Certification of Physician or Practitioner", said DOL Form 380 to be supplied by the employer; failure to provide said certification may result in the loss of the employee's right to return to work after taking leave.
  - b. An 'Intent to Return to Work' notice, to be filed by the employee prior to the leave;
  - c. A 'fitness-for-duty' certification prior to reinstatement;
  - d. Recertification of condition may be required while employee is on leave.
- 12.5.5. The Town may require a second and third opinion of an employee's condition or a family member's health condition at Town expense. Said decision shall be made by the Town Manager, at his sole discretion, and the employee shall be informed of his/her decision by certified mail.
- 12.5.6. The minimum leave increment is fifteen (15) minutes.
- 12.5.7. Types of leave available to employees under FMLA:
- a. Intermittent leave: Leave taken in separate blocks of time due to a single illness or injury, rather than for continuous periods of time, and may include leave periods from 15 minutes to several weeks. Medical appointments and chemotherapy are examples.
  - b. Reduced leave schedule: A leave schedule that reduces an employee's usual number or working hours per workweek or hours per workday. This is normally a reduction from full-time to part-time employment. An employee recovering from a serious health condition, who is not strong enough to work full-time, would be entitled to a reduced leave schedule. An employee who is deemed physically able to perform his/her tasks but for shorter periods of time would be covered by a reduced schedule leave.

- 12.5.8. The Town will maintain employee's coverage of group health benefits while employee is on FMLA leave. In the event the employee fails to return to work, s/he will be liable for any health insurance premiums paid by the employer during the unpaid leave.
- 12.5.9. Seniority will not continue to accrue while an employee is out on FMLA leave.
- 12.5.10. Married couples working for the Town are required to combine FMLA leave taken for the purposes set forth in 12.5.3. unless the leave requested is for the care of a sick child or of the other spouse, in which case each employee is entitled to 12 weeks of leave.

12.6. **Maternity Leave:**

Any full-time employee who becomes pregnant may, subject to Town approval, remain employed during said pregnancy so long as said employee obtains a doctor's statement that she is able to perform the duties of her job adequately, it being the duty of said employee to provide to such doctor a copy of the duties for which she is responsible under her job description. The Town may also require that said employee obtain a doctor's statement by a doctor chosen by the Town at Town expense that such employee is capable of performing all duties of her job description. If conflicting opinions are rendered by the two doctors, a third doctor's opinion shall be obtained from a doctor mutually agreed upon by the Town and said employee at Town expense.

- 12.7. **Leave of Absence Without Pay:** A permanent employee, upon proper application in writing to and upon written approval of the terms by the Town Manager, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months, provided all ordinary leave has been exhausted.

When requesting a leave of absence without pay for personal reasons, all vacation leave shall be exhausted.

Extensions of leave for additional periods may be granted by the Town Manager. No annual leave or sick leave may be accumulated or used during a leave of absence without pay. At the expiration of such leave, or if approved by the Town Manager before the expiration of the leave, the employee shall be reinstated in the same status as he/she held prior to the leave of absence unless arrangements are made to the contrary prior to the granting of the leave of absence. Failure on the part of an employee to report promptly for work after written notice to the last known address provided to the employer by the employee at the expiration of the leave of absence may be cause for disciplinary action including dismissal.

- 12.8. **Leave of Absence With Pay:** The Board of Selectmen may, upon written recommendation of the Department Head and the Town Manager, authorize salary payments to employees whose leaves have been approved in order to permit them to attend school, visit other governmental agencies, or in any other approved manner to devote themselves to improvement of the knowledge or skills required in the performance of their work. Requests under this section must be made to the Department Head in writing. All benefits shall remain in full force and effect during a leave of absence with pay.



- 12.9. **Jury Duty:** An employee shall be given time off without loss of pay or annual leave when performing jury duty, or when subpoenaed to appear before a court, public body or commission. The Town agrees to pay to the employee the difference between his/her earnings as a juror and the straight time hourly wages s/he would have earned had s/he worked his/her regular shift(s). To be eligible for payment, the employee must notify his/her supervisor within twenty-four (24) hours of receipt of the subpoena. S/he must also provide a written statement from the appropriate court official showing the date(s) and time(s) served and the amount of compensation paid. Mileage reimbursements shall not be considered in determining the difference in earnings.
- 12.10. **Military Leave:** Any full-time employee shall be entitled to two (2) weeks leave with pay in accordance with the pay plan for duty with the reserve components of the Armed Forces of the United States, or the National Guard. This shall in no way affect his or her annual vacation status. The Town agrees to pay any full-time employee who serves such duty the difference between his earnings for Military leave and the average straight time hourly earnings, which would have been realized had he/she worked a regular shift. In order to be eligible for payment, employees must furnish a written statement from the appropriate Military Official showing the date and time served and the amount of pay received.
- 12.11. **Unauthorized Absence:** An absence of an employee from duty for a single day or part of a day that is not authorized by a specific grant of leave under the provisions of this Article, will be deemed to be an absence without leave.
- 12.12. **Personal Leave:** Employees shall be allowed three (3) days of leave in each calendar year for his/her personal use, which shall not be deducted from other leave accruals. Personal leave is not intended to be used as an extension of a holiday or vacation period, but, in the event that circumstances should require such use, the employer may ask the employee for a brief description of the circumstances, which necessitated such use.

### **ARTICLE XIII** *Safety and Health*

- 13.1. The Employer shall endeavor to provide and maintain safe working conditions as required by law.
- 13.2. The present safety committee shall continue in operation to bring to the attention of the Town where conditions detrimental to health or safety exist, and make recommendations for the elimination of same.

**ARTICLE XIV**  
***Promotion, Layoff, Transfer, Seniority***

- 14.1. A vacancy or new position shall be filled in the following manner:
- 14.1.1. The Town shall post all open positions on employee bulletin boards for a period of seven working days. The posted position shall contain the following:
- |                        |                             |
|------------------------|-----------------------------|
| Title of Job           | Job Location                |
| Salary Range           | Closing Date of Application |
| Minimum qualifications | Job Description             |
- 14.1.2. Filling of positions will be by selection from among the qualified candidates on the basis of capacity for the position, experience, ability to perform job tasks, and other criteria appropriate for the position to be filled.
- 14.1.3. In the event that two (2) or more applicants for any position appear to be equally qualified, preference shall be given to the Town employee for promotion over the applicant who is not already a Town employee.
- 14.1.4. When any two Town employees are equally well qualified for promotion to any position, preference shall be given to the employee with the greater seniority.
- 14.1.5. Promotions made where the employee has less than five years of continuous employment with the Town of Exeter shall be subject to a twelve (12) month probationary period. If continuous employment has been for five years or longer, the probationary period shall be for a period of six (6) months.
- 14.2. Permanent employees who are promoted and who fail the probationary period shall be returned to the same or comparable position from which they were promoted.
- 14.3. The employer shall give written notice to the employee affected by any proposed lay-off and the reasons therefore, at least fourteen (14) calendar days before the effective date thereof unless circumstances beyond the control of the employer prevent this length of notice.
- 14.4. Seniority shall be the length of continuous service with the Town from the date of hiring, and shall be calculated on the basis of years, months, and days of service. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into Town service. Should the break in service be due to a reduction in force, prior seniority will be retained upon re-entrance into the Town service. Leaves of absence shall not be considered as breaks in service.

**ARTICLE XV**  
***Benefits***

- 15.1. **Medical Insurance:** Within thirty (30) days of the effective date of this agreement, employees shall choose from any of the available plans offered by the New Hampshire Municipal Association's Health Trust or its successor or from Healthsource or its successor. The level of benefits shall be determined by the employee, chosen from offerings of the New Hampshire Municipal Association's Health Trust or its successor or from Healthsource.

New health care contributions for employees not participating in the JW or JY plans will be as follows:

- ◆ Calendar year, 2006 – none
- ◆ Calendar year 2007 effective:
  - January 1, 2007 – 3% contribution
  - July 1, 2007 – 5% contribution
- ◆ Calendar year 2008 effective:
  - July 1, 2008 – 8% contribution
- ◆ Calendar year 2009 effective:
  - July 1, 2009 – 10% contribution
- ◆ Calendar year 2010 effective:
  - July 1, 2010 – 12% contribution

It is understood between the parties that the health insurance contributions shall be at the percentages noted above. In the event that the health insurance contribution percentages cause employees covered by this Agreement to lose gross weekly pay from the gross weekly pay he or she is receiving on June 30, 2006, after accounting for wage increases received under this contract, the Town will compensate the employee dollar for dollar in his or her weekly paycheck so long as he or she is suffering such loss through the end of this contract.

Employees electing the JY or JW plans will continue to pay 10% of cost until July 1, 2010 when the percentage will increase to 12%.

- 15.1.1. **Dental Insurance:** Employees shall be provided with a dental plan for themselves and their dependents, for which the premiums shall be borne by the Town. The plan shall be **Option 3** under the NHMA Health Insurance Delta Dental program. *(new option to be determined)*
- 15.1.2. **Drivers Licenses:** The actual cost of a newly required or newly required upgrade of a driver's licenses, required by the employer or any other legitimate authority, shall be borne by the employer.
- 15.2. **Personal Loss:**
- 15.2.1. Employees shall be reimbursed for the verified loss of or damage to personal clothing as a result of their official duties.
- 15.2.2. Employees shall be reimbursed for the verified loss of or damage to any other personal property as a result of their official duties, if it is personal property required by the department head. For purposes of this section, personal property shall not include money.
- 15.3. **Life Insurance:** Employees shall be provided, at no cost, with life insurance in the amount of twenty-five thousand dollars (\$25,000.00).
- 15.4. **Worker's Compensation:** The Town of Exeter will provide a guaranteed salary for each full-time permanent employee who would be subject to loss of salary due to a job connected injury or disability. This guaranteed salary shall be at the weekly rate currently being paid to the employee at the time of the injury or

disability. The Town will make up the difference between the rate paid by Workmen Compensation insurance and the employee's salary, for a period not to exceed 104 weeks. The Town will pay the employee his or her normal salary until such time as the employee receives his or her first insurance check concerning such disability. The employee shall reimburse the Town for the amount of the insurance paid during the period that the employee received full salary from the Town of Exeter.

- 15.5. The Parties recognize the responsibility of the Town to indemnify its employees from claims against them arising from the performance of their duties. The Parties further agree that the action of the 1980 Exeter Town Meeting, pursuant to RSA 31:105, 106 and 107 fulfill such responsibility.

#### **ARTICLE XVI**

##### ***Public Works, Town Offices, Parks and Recreation Department***

- 16.1. Each unit employee shall be reimbursed for fifty (50%) percent of the course tuition for all courses approved by the Department Head and successfully completed (a grade B or better) up to a maximum of five hundred dollars (\$500) per year within the limitation of the current year budget.

#### **ARTICLE XVII**

##### ***Discipline and Involuntary Separation***

- 17.1. The Town shall not discharge or take other disciplinary action without just cause.

#### **ARTICLE XVIII**

##### ***Grievance Procedure***

- 18.1. The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances arising from an alleged violation, misinterpretation or misapplication with respect to one or more unit employees, of any provision of this Agreement.
- 18.2. An employee is expected to discuss any grievance initially with his or her immediate supervisor. A written grievance must be filed with the department head within seven (7) working days of the alleged violation or of the grievant's first knowledge thereof.
- 18.3. The department head shall meet with the grievant and union representative to provide a written reply within seven (7) working days.
- 18.4. Any appeal from that reply shall be in writing to the Town Manager within seven (7) working days of receipt of the department head's answer.
- 18.5. The Town Manager shall meet with the grievant and union representative and provide a written reply within fourteen (14) working days.
- 18.6. If the union wishes to appeal the grievance to arbitration, it shall so advise the Town Manager within fifteen (15) calendar days. If the Parties are unable to agree upon an arbitrator, the union shall submit the case to the New Hampshire Public Employee Labor Relations Board for the selection of an arbitrator.

- 18.7. The decision of the arbitrator shall be advisory only. The parties shall share the costs of the arbitrator's services and expenses equally.
- 18.8. The Board of Selectmen shall meet within fifteen (15) working days of receipt of the arbitrator's award to approve, modify, or reject it, and shall so notify the grievant and the Association. Said decision shall be final.
- 18.9. Failure by the grievant or the union to meet the appeal time limits will constitute acceptance of the last answer. Failure of the employer to meet such time limits will be treated as a denial thus permitting appeal to the next step.
- 18.10. Any time limits herein may be extended by mutual agreement.
- 18.11. "Working days" shall mean Monday through Friday excluding holidays designated in 9.1.
- 18.12. Effective December 31, 2010, for grievances arising after December 31, 2010, except for disciplinary grievances, which shall continue to be subject to advisory arbitration. Binding arbitration awards shall be subject to RSA 542.

**ARTICLE XXI**  
***Separability***

- 19.1. In the event that any provision of this Agreement at any time after execution shall be declared invalid by any court of competent jurisdiction, or abrogated by law, such decision shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE XX**  
***Notices***

- 20.1. Whenever a written legal notice is required to be given by the Town to the Association, such notice shall be given to the state organization of the State Employees' Association of New Hampshire, Inc., with offices in Concord, New Hampshire.
- 20.2. Whenever written legal notice is required to be given by the Association to the Town, such notice shall be given to the Exeter Board of Selectmen.

**ARTICLE XXI**  
***Duration and Re-Opening***

- 21.1. This Agreement as executed by the parties shall remain in full force and effect ending at 11:59 p.m. on December 31, 2005 or until replaced by a successor agreement.
- 21.2. Renegotiations of this Agreement will be effected by written notification by one Party as required by 273-A, as amended. Negotiations shall commence within two weeks of receipt of such notice.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

FOR THE TOWN:

FOR THE ASSOCIATION:

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## APPENDIX A-2

The Pay and Classification Study for Exeter New Hampshire dated August 2001 is hereby attached by reference.

As it relates to wages, the following procedures implementing the subject Pay and Classification Study are agreed to by the State Employee's Association of New Hampshire, Inc., SEIU Local 1984 and the Town of Exeter:

1. Every employee, as of July 1, 2006, 2007, 2008, 2009 and 2010 will be on one of the 10 steps described in the Study. Effective July 1, 2006, 2007, 2008, 2009 and 2010 every employee will step one step each year for the duration of the Collective Bargaining Agreement or until step 10 is achieved. Employees stepping under the "old" system in place on June 30, 2002 must be on the 4<sup>th</sup> and final step in order to step without a performance review. In no event will stepping be based on performance reviews, with the exception of employees still stepping on June 30, 2002 and new hires.
  - o It is understood that the July 1, 2006 step increase will not be paid retroactive to July 1, 2006 but will be paid from January 1, 2007 (including retroactive to January 1, 2007) once this contract is approved by the voters.
2. The total pay to employees above that called for in step 10, i.e., step 10 plus the Boston CPI-U, to a maximum of 2.6%, will be used for purposes of retirement calculation, overtime and premiums. The CPI will be applied to the step 10 pay as of July 1, 2006, 2007, 2008, 2009 and 2010.
3. Employees who are stepping under the "old" system on June 30, 2002 will be guaranteed the hourly pay shown for each step, rounded up to one of the 10 steps in the new pay plan, regardless of their years of service, i. e., if the next step under the old system calls for an hourly rate higher than that called for under the new system the hourly rate under the old system will be used, rounded to the next highest of the 10 steps in the new system.

4. Current employees who are still stepping under the “old” system on June 30, 2002, if recipients of an at least “average” evaluation, will go to the next step in the old system rounded up to the next highest of the 10 steps in the new system. This step increase will be provided on the employee’s anniversary date through the 4<sup>th</sup> step of the current system. There after step adjustments will occur on July 1 of each year.
5. The 2002 Pay Plan will be applied to all employees for the first 6 months of 2002 and will subsequently not be adjusted in any way, i.e., no cost of living increases will be applied.
6. The authors of the Study will undertake, at the Town’s expense, an updating of the steps reflected for each grade based upon a survey of the 13 Towns described in the original study. The surveys will take place in April of 2007 and 2009 and the results will be incorporated into the steps for each grade, effective July 1, 2007 and 2009 respectively. In no event will the results of any survey result in the loss of pay for any employee covered by the Collective Bargaining Agreement for the duration of the Agreement.
7. In no event will the results of the survey that adjusts steps on July 1, 2007 and 2009 result in the loss of pay for any employee.
8. Current employees who are still “stepping” under the current system, if recipients of an at least “average” evaluation, will go to the next step in the “old” system in place on June 30, 2002, rounded up to the next highest of the 10 temps in the new system. This step increase will be provided on the employee’s anniversary date through the 4<sup>th</sup> step of the current system. There after step increases will occur on July 1 of each year.