MASTER AGREEMENT

BETWEEN

HILLSBOROUGH TOWN EMPLOYEES AFT LOCAL #3912, AFT-NH, AFL-CIO

AND

THE TOWN OF HILLSBOROUGH

April 1, 2015 – March 31, 2018

TABLE OF CONTENTS

		PAGE
Article 1	Preamble and Recognition	3
Article 2	Unit Description	3
Article 3	Management Rights	3
Article 4	Union Rights and Responsibilities	4
Article 5	Employee Rights	5
Article 6	Uninterrupted Service	5
Article 7	Deduction of Dues	6
Article 8	Hours of Work, Overtime, Call-back, Working Conditions	6
Article 9	Uniforms, Safety Equipment, Tools/Equipment and Special Clothing	8
Article 10	Compensation	10
Article 11	Insurance	10
Article 12	Holidays	12
Article 13	Annual Leave	12
Article 14	Sick and Personal Leave	14
Article 15	Work Related Injury Leave	14
Article 16	Bereavement Leave	15
Article 17	Civic Duty Leave	15
Article 18	Military Leave	15
Article 19	Crime Victim Leave	15
Article 20	Leaves of Absence	15
Article 21	Family and Medical Leave	16
Article 22	Seniority and Layoff/Recall	16
Article 23	Workshops, Seminars and Conferences	16
Article 24	Vacancies and Promotions	17
Article 25	Disciplinary Procedures	17
Article 26	Grievance Procedure	18
Article 27	Health and Safety	19
Article 28	Conformity to Law and Savings Clause	19
Article 29	Duration	19

APPENDICES

Appendix A	PELRB Certification dated October 7, 2011	21
Appendix B-1	2015-16 Pay Schedules	22
Appendix B-2	2016-17 Pay Schedules	23
Appendix B-3	2017-18 Pay Schedules	24
Appendix C-1	BC3T10/R$3/15M$1	26
Appendix C-2	MTB20/R$3/15/M$3/7 (through 6/30/15) MTB20/R$10/20/45 (effective 7/1/15)	30

ARTICLE 1
PREAMBLE AND RECOGNITION

The Town of Hillsborough, NH is represented by its governing body, the Board of Selectmen. The Hillsborough Town Employees, AFT Local #3912, AFT-NH, AFL-CIO is certified by the State of New Hampshire Public Employee Labor Relations Board (PELRB) as the authorized representative of certain town employees as enumerated in Article 2 of this Agreement. The Town recognizes the Hillsborough Town Employees, AFT Local #3912, AFT-NH, AFL-CIO as the exclusive bargaining agent for all covered positions per the PELRB certification.

For purposes of this Agreement, the Town of Hillsborough, New Hampshire, is hereinafter referred to as the "Town", and the Hillsborough Town Employees, AFT Local Number #3912, AFT-NH, AFL-CIO is hereinafter referred to as the "Union".

Should the Union wish to make formal notification to the Town, such notification shall be addressed to the Chairperson, Hillsborough Board of Selectmen, Town of Hillsborough, NH. Should the Town wish to make formal notification to the Union, such notification shall be addressed to the Local Union President and a copy provided to the "AFT-NH, AFL-CIO, 785 Route 3A, Unit 102, Bow, NH 03304. Such notices may also be provided electronically. The Union shall provide the Town with current addresses for officers.

Nothing in this Agreement shall deprive or limit the parties to this Agreement in the exercise of any rights and liberties granted them under the laws of the State of New Hampshire or the United States of America.

This agreement becomes effective on April 1, 2015, subject to approval of the required funding and cost items by the Annual Town Meeting of the Town of Hillsborough.

ARTICLE 2
UNIT DESCRIPTION

SECTION 1: The unit to which this Agreement is applicable shall consist of all regular full time and part-time positions, as certified by the NH Public Employee Labor Relations Board in Decision Number 2011-256, dated October 7, 2011 and as subsequently amended on April 20, 2015 (**Appendix A**), in the following job classifications: Deputy Tax Collector/Deputy Town Clerk, Highway, Heavy Equipment Operator (full-time), Fleet Maintenance Coordinator (full-time), Highway/Parks and Recreations Laborer (full-time), Paramedic (full-time), Transfer Station Attendant (full-time), Transfer Station /Parks and Recreation Laborer (part-time), Transfer Station/Laborer (part-time), Assistant Foreman and Welfare Director (full-time).

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 1: Except as otherwise expressly and specifically limited by the terms of this Agreement, the Town 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 Town or any part of the Town. The Town retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.

SECTION 2: The Town shall have no obligation to negotiate with AFT Local #3912 with respect to any such subjects or the exercise of its discretion and decision making with regard thereto any subject covered by the terms of this Agreement and closed to further negotiations for the term hereof. Any subject which was or might have been raised in the course of collective bargaining is closed for the term hereof.

SECTION 3: By way of illustration and without limitation, the exclusive prerogatives, functions and rights of the Town shall include but not be limited to the following:

1. To direct and supervise all operations, functions and policies of the Town and the departments in which the employees in the bargaining unit are employed.

2. To determine the need for a reduction or an increase in the work force.

3. 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 Town must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rules, existing or future.

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

5. To assign and distribute work.

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

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

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

SECTION 4: The exercise of any management prerogative, functions or rights which are not specifically modified by this Agreement are not subject to the grievance procedure of Article 26, to arbitration or, as set forth above, to bargaining during the term of this Agreement.

ARTICLE 4
UNION RIGHTS AND RESPONSIBILITIES

SECTION 1: The Town recognizes the Union as the sole and exclusive bargaining agent for the employee classifications listed in Article 2 for the purposes of bargaining wages, hours, and other conditions of employment that can be agreed to by the Town and the Union for the benefit of the Employees comprising the Collective Bargaining Unit recognized herein.

SECTION 2: The Town agrees to provide space on existing bulletin boards in convenient places in each work area to be used by the Union. If adequate bulletin board space does not exist, the Union at its own expense may provide a bulletin board not greater than 6 square feet in area to be used by the Union. The Union agrees to maintain such bulletin boards in a neat and orderly condition.

SECTION 3: Officers or officials of the Union shall have the right to reasonable use of the Town's in-house mail and e-mail service for correspondence related to Union business.

SECTION 4: A reasonable number of employees who act as representatives of the bargaining unit shall be given a reasonable opportunity to meet with the Town during working hours without loss of compensation or benefits for negotiating sessions with the Town or grievance hearings provided that this does not interfere with normal Town operations. Negotiating sessions and grievance hearings shall be scheduled by mutual agreement and neither party shall insist that all such meetings occur during either working or non-working time. No off-duty employee shall be compensated for attending negotiating sessions or grievance hearings.

SECTION 5: The bargaining unit shall on an annual basis be granted an aggregate of two (2) days of paid Union leave for the purpose of attending Union meetings, seminars or conferences. These days may be used in half-day increments. The President shall be responsible for the assignment of those hours and shall request Union leave in writing from the appropriate Department Head two (2) weeks prior to any such leave. Union leave shall not be taken when it would interfere with Town operations.

ARTICLE 5
EMPLOYEE RIGHTS

SECTION 1: The Town agrees that it will not interfere with the right of an employee to become a member of the union and agrees that there shall be no discrimination, restraint, coercion, or other interference against any employee because of membership in the Union.

SECTION 2: The Union agrees that it will not interfere with the rights of an employee not to become a member of the Union.

SECTION 3: An employee shall have the right upon request, to review the contents of his/her personnel file. Other examination of an employee's files shall be limited to persons authorized by the Department Head or Town Administrator. The employee shall have the right to make written response or notation to any material in his/her personnel file. If the Administration places any material in the employee's personnel file, the employee shall be entitled to a copy at the time. No material based on anonymous reports or sources shall be placed in an employee's personnel file.

ARTICLE 6
UNINTERRUPTED SERVICE

SECTION 1: No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out or slowdown or any job action or activity prohibited by RSA 273-13 such as picketing which interferes with the normal operation of the Town or the withholding of services to the Town of Hillsborough.

SECTION 2: The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to in Section 1 above.

SECTION 3: In the event of a work stoppage, or any other curtailment identified in Section 1 by the Union or the employees covered hereunder, the Union by its officers and agents, shall immediately declare

such work stoppage, or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and return to work. Copies of such written notices shall be immediately furnished to the Town. The Union shall do everything in its power to obtain the return to work from said employees.

SECTION 4: An employee violating any of the provisions of this Article may be subject to the disciplinary process.

ARTICLE 7
DEDUCTION OF DUES

SECTION 1: The Employer agrees to deduct union membership dues in such weekly amounts as certified by the Union to the Town for any member who has voluntarily executed and submitted a written and signed authorization form provided by the Union to the Town Finance Director.

SECTION 2: The Employer shall make the deduction required herein and shall remit monthly the aggregate amount deducted to the Treasurer of the Union with a list of all such Union members who have paid such dues in accordance with Section 1 above.

SECTION 3: Any employee wishing to terminate membership from the Union shall be permitted to do so by notifying the Treasurer of the Union in writing by providing a thirty (30) day written notice to the Union Treasurer and Town Finance Director.

SECTION 4: Should there be a dispute between an employee and the Union over the matter of dues deductions, the Union agrees to defend and hold the Town harmless in any such disputes.

SECTION 5: 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.

ARTICLE 8
HOURS OF WORK, OVERTIME, CALL-BACK AND WORKING CONDTIONS

SECTION 1: The normal work-schedule for full-time employees shall be as follows by Department:

Highway: The workweek for full-time employees shall consist of forty (40) hours per week in a seven-day period.

The hours of work shall be as follows:

Spring/Fall/Winter:	Monday through Friday	(7am - 3pm)
Summer:	Monday through Thursday	(6am-4pm)

The work schedule for the highway department mechanic shall be as follows:

Spring/Fall/Winter:	Monday through Friday	(7am - 3pm)
Summer:	Monday through Friday	(6am-2pm)

Summer hours will begin and end at the discretion of the Department head consistent with past practice. Summer hours are defined as generally beginning the second week in April, weather permitting, and generally ending the Monday after Columbus Day.

Parks and Recreation/Transfer Station: The workweek for full-time employees shall consist of forty (40) hours per week in a seven-day period.

The current work schedule, lunch and break schedules for highway, transfer station and parks and recreation employees shall remain in effect for the duration of the contract.

Deputy Town Clerk: The workweek for full-time employees shall consist of thirty-five (35) hours per week in a seven-day period or eight hours per day. The hours of work shall be scheduled between the hours of 8am to 5pm. Nothing herein shall preclude the Town from changing the hours during which the Town Clerk's office is open and altering the schedule of the Deputy Town Clerk accordingly.

The current work schedule, lunch and break schedules for the deputy town clerk shall remain in effect for the duration of the contract.

Fire Department/Para-Medic: The workweek for full-time employees shall consist of forty (40) hours per week in a seven-day period. The hours of work shall be from 8am to 4pm. Nothing herein precludes the Town from changing the hours of work if additional full-time employees are hired.

The current work schedule, lunch and break schedules for the para-medic shall remain in effect for the duration of the contract.

Welfare Director: The concept of self-scheduling consistent with current practice shall apply to the Welfare Director given the nature of the work responsibilities and her authority to schedule work hours for the operation of the Department. It is understood that due to the nature of the job the full-time hours may fluctuate between 37.5 and 40 hours per week.

The current work schedule, lunch and break schedules for the welfare director shall remain in effect for the duration of the contract.

Nothing in this section shall preclude the Town from exercising its management right to establish the deputy town clerk position and/or the Welfare Director position as part-time positions.

SECTION 2: Overtime will be paid for all hours in excess of forty (40) hours per week at the rate of time and one-half the employee's regular rate of pay. To compute overtime the following items are included: 1) all hours physically worked, 2) all vacation time ; 3) all paid sick hours, 4) all paid personal days, 5) all paid holidays and 6) optional leave days for only highway, transfer station, and fire department employees when they are ordered into work. Excluded from the calculation of overtime is 1) Any time off due to disciplinary reasons, and 2) all other unpaid leave of absence and 3) compensatory time.

Overtime must be approved by the Department Head or designee before overtime work is performed. Any hours worked over forty (40) hours in one week will be paid at time and one-half in money or time and one-half in compensatory time, at the discretion of the employee. Part-time employees will be paid straight

time up to 40 hours and time and one-half for any additional hours in either money or compensatory time at the discretion of the employee.

Compensatory time may be accrued up to eighty (80) hours for all employees. An employee may carry-over up to forty (40) hours of unused compensatory time into the next calendar year. Any compensatory time exceeding forty (40) hours at the end of the calendar year will be paid to the employee at the employee's regular hourly rate of pay at that time. If an employee intends to be paid for all of his/her compensatory time, then the employee needs to notify the Town of his/her decision on or before December 1st.

Each Department, as well as the Town Payroll Clerk, will maintain records concerning compensatory time. Reconciliation of compensatory time accruals between Departments and the Town Payroll Clerk will occur monthly.

Compensatory time for employees will be subject to the requirements of State and Federal law, however, where the Collective Bargaining Agreement provides for a greater benefit the Agreement shall control. Use of compensatory time for employees will be granted upon the employee's request and in accordance with guidelines for use of vacation leave, subject to the approval of the Department Head or designee. No such request will be unreasonably denied. Upon separation from service, unused accrued compensatory time will be paid to the employee. In the event of the death of an employee, his/her unused accrued compensatory time will be paid to the spouse or estate of the employee.

SECTION 3: Employees who have left his/her place of employment and who are recalled by the Town for work and reports to the workplace prior to the next normal shift or work day will be paid for a minimum of three hours at time and one-half of the employee's regular rate of pay or for actual time worked at time and one-half, whichever is greater; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three hours minimum work guarantee may be called back for additional emergency or overtime without an additional three (3) hour minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay at time and one-half for the inconvenience of being called back to the work site between the normal shift or work days, but not to be separately paid for several call backs within the three-hour minimum guarantee.

Any employee who is called in one hour or less prior to the start of his/her normal shift or work day shall receive such time at the overtime rate, but is excluded from the three-hour minimum guarantee outlined above.

SECTION 4: Temporary Service Out of Classification When an employee, other than for training purposes, is designated in writing to temporarily fill a vacancy in a job assignment higher than his/her own job classification for a period of more than five (5) consecutive working days, that employee will be temporarily compensated at the pay grade of the acting position.

ARTICLE 9
UNIFORMS, SAFETY EQUIPMENT, TOOLS AND EQUIPMENT AND SPECIAL CLOTHING

SECTION 1: If special clothing, safety equipment, or uniforms are currently required for the conduct of an employee's job, the Town shall continue to provide them consistent with current practice and shall continue to provide for the cleaning of the same consistent with current practice.

SECTION 2: Employees who are required to wear safety shoes or boots while on duty shall be

reimbursed for the cost of such footwear, upon submission of a receipt, in an amount not to exceed two-hundred and fifty dollars ($250) per contract year.

SECTION 3: For employees who are required to have certain professional affiliations or licenses to perform their job including but not limited to CDL license, haz-mat endorsements, pesticide certification, notary public, or justice of the peace, the costs for such licenses, certification, or fees shall be borne by the Town.

SECTION 4: The Town shall continue to pay twenty-five dollars ($25.00) per month to the Welfare Director for her cell phone due to the nature of her responsibilities.

SECTION 5: SECTION 5: The Town will provide such tools as are reasonably necessary to perform the work required by the Town.

ARTICLE 10
COMPENSATION

SECTION 1: Effective April 1st, 2015, the wage schedules for all employees in the respective classifications shall be as reflected in **Appendices B-1, B-2 and B-3**[1]. The salary schedule shall be adjusted as follows: July 1st, 2015: 1.5%, July 1st, : 2% and July 1st, 2017: 1.5%. Employees are granted a step increase every other year.

SECTION 2: The eligibility requirement for advancement from one step to any next step in the pay plan contained in this agreement is completion of two (2) years of service. Step increases are awarded in the pay period which includes town meeting day. Employees will receive a step increase if their anniversary of hiring reaches the next step at any time during the calendar year, whether before or after the week of the town meeting.

SECTION 3: New hires may be placed on the salary schedule to reflect prior equivalent experience and/or relevant education. No new hires shall be placed on the salary schedule above a current employee with equivalent experience.

SECTION 4: Employees who have completed ten (10) years of service to the Town of Hillsborough shall receive annual longevity. Longevity shall be paid in a single, separate check during the first full pay period of July to any employee who reaches his or her 10th anniversary at any time during the calendar year, whether before or after July 1st.

Effective July 1, 2015, the longevity amount shall be $500 for the first ten (10) years of completed service, $650 for fifteen (15) years of service and $750 for twenty (20) years of service.

Effective July 1, 2016, the longevity amount shall be $500 for the first ten (10) years of completed service, $750 for fifteen (15) years of service and $1,000 for twenty (20) years of service.

[1] 10 years' experience step added April 1, 2015; 12 years' experience step added April 1, 2017.

ARTICLE 11
INSURANCE

SECTION 1: The Town shall provide health insurance through the Local Government Center Health Insurance Trust. The Town shall offer the following plans **(Appendices C-1, C-2 and C-3)**:

BC3T10/R$3/15M$1
MTB20/R$3/15/M$3/7 (Effective July 1, 2012)
MTB20 R$10/20/45 (Effective July 1, 2015)

Employees working thirty or more hours per week as calculated in accordance with the Employer Mandate provisions of the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the ACA), and regulations adopted pursuant thereto shall be provided with a single, two-person or family medical insurance plan.

Effective July 1, 2014, the Town shall pay ninety-one and one-half percent (91.5%) of the cost of the single, two-person or family Matthew Thornton HMO plan (MTB20/R$3/15/M$3/7). The employee shall be responsible for eight and one-half percent (8.5%) of the cost of the plan. The employee's share shall be deducted pre-tax in equal payroll deductions. If an employee chooses the Blue Choice Point of Service single, two-person or family plan, the employee shall be responsible for payment of the difference between ninety-one and one-half percent (91.5 %) of the Matthew Thornton Plan and the full cost of the Blue Choice POS premium.

Effective July 1, 2015, the Town shall pay ninety-one percent (91%) of the cost of the single, two-person or family Matthew Thornton HMO plan (MTB20 RX 10/20/45). The employee shall be responsible for nine percent (9%) of the cost of the plan. The employee's share shall be deducted pre-tax in equal payroll deductions. If an employee chooses the Blue Choice Point of Service single, two-person or family plan, the employee shall be responsible for payment of the difference between ninety-one (91%) of the Matthew Thornton Plan and the full cost of the Blue Choice POS premium.

Effective July 1, 2016, the Town shall pay ninety and one-half percent (90.5%) of the cost of the single, two-person or family Matthew Thornton HMO plan (MTB20 RX 10/20/45). The employee shall be responsible for nine and one-half percent (9.5%) of the cost of the plan. The employee's share shall be deducted pre-tax in equal payroll deductions. If an employee chooses the Blue Choice Point of Service single, two-person or family plan, the employee shall be responsible for payment of the difference between ninety and one-half percent (90.5%) of the Matthew Thornton Plan and the full cost of the Blue Choice POS premium.

Effective July 1, 2017, the Town shall pay ninety percent (90%) of the cost of the single, two-person or family Matthew Thornton HMO plan (MTB20 RX 10/20/45). The employee shall be responsible for ten percent (10%) of the cost of the plan. The employee's share shall be deducted pre-tax in equal payroll deductions. If an employee chooses the Blue Choice Point of Service single, two-person or family plan, the employee shall be responsible for payment of the difference between ninety percent (90%) of the Matthew Thornton Plan and the full cost of the Blue Choice POS premium.

For employees working thirty or more hours per week as calculated in accordance with the Employer Mandate provisions of the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the ACA), and regulations adopted pursuant thereto and hired after April 1, 2012, the Town shall pay 86% of the premium of the available Matthew Thornton plan for employees. Employees who elect a Matthew Thornton plan shall pay the remaining 14% by payroll deduction. Employees who elect a Blue Choice plan shall pay the difference between the premium for the Blue Choice plan and 86% of the premium of the applicable Matthew Thornton plan through payroll deduction.

SECTION 2: Upon written verification of comparable coverage that complies with the minimum coverage and affordability requirements of the Affordable Care Act, in a form provided by the Town, a regular, employees qualifying for the provision of health insurance under SECTION 1 may elect to receive taxable income in the amount of $3,750 in lieu of the Town's Health Insurance Benefit. This amount shall be distributed in a lump sum payment at the end of the plan year or a prorated amount shall be distributed to said employee if employment ends during that plan year.

SECTION 3: Dental Insurance. The Town will continue to provide fulltime employees with the current dental insurance plan, which is the Delta Dental Option 3 Plan. Subject to 60 days notice, the Town has the right to change the dental insurance plan so long as the benefits are comparable to the Delta Dental Option 3 Plan.

SECTION 4: Long Term Disability Insurance. The Town shall enroll all full time employees in a Long Term Disability Plan to take effect 90 days after the initial disability.

SECTION 5: Life/AD&D Insurance. The Town shall enroll all full time employees in a group Life and Accidental Death and Accidental Disability Insurance Plan with $50,000 of coverage.

SECTION 6: All bargaining unit members shall have the option of health insurance premium conversion (section 125), flexible spending accounts for unreimbursed medical expenses and dependent care, and payroll "direct deposit". If the employee elects the option to have the flexible spending account, the employee shall be solely responsible for any administrative fees charged.

SECTION 7: In addition to benefits provided by State or Federal Law, the Town will match the employee's contribution up to six-percent (6%) effective April 1, 2015, up to seven percent (7%) effective April 1, 2016 and up to eight percent (8%) effective April 1, 2017 of qualified wages for full time employees participating in the ICMARC 401 Retirement Program.

SECTION 8: Affordable Care Act Compliance

Health insurance offered by the Town shall comply in all respects with the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the "ACA"), as it may be amended, to the extent it is applicable, so as to avoid the imposition of any penalty or fine or other material adverse financial impact to the Town. The Town may increase the amount of its health insurance contribution on a per employee basis by such amount necessary to comply with the minimum affordable health care requirements set forth in §1401 the ACA, and any applicable rules promulgated pursuant to that Section, as they may be amended. Furthermore, upon any material change to the ACA, or to any rules or regulations promulgated pursuant to it, as they may be amended, or upon a reasonable concern that the application of the ACA or its rules or regulations will result in the imposition of a penalty, fine, or other material adverse financial impact to the Town or the employees, either party may reopen bargaining upon the cost and impact of such change or adverse impact.

ARTICLE 12
HOLIDAYS

SECTION 1: The following days shall be considered holidays for pay purposes for all regular full- time and part-time employees.

New Year's Day	Columbus Day
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Independence Day
Christmas Day	Election Day (Presidential Election)
Labor Day	

Should any of the above holidays fall on Saturday or Sunday, the Friday preceding or the Monday following shall be the legal holiday in accordance with the standards adopted by the State of New Hampshire and the Town of Hillsborough.

SECTION 2: Employees who are required to work on any of the aforementioned holidays shall receive at least three (3) hours minimum pay at the rate of one and one-half (1 ½) times their regular rate of pay. This is in addition to their regular holiday pay.

SECTION 3: In addition to the aforementioned holidays, all employees shall be granted two (2) paid optional leave days to be taken at their discretion.

ARTICLE 13
ANNUAL LEAVE

SECTION 1: All full-time and qualified part-time employees with at least one but less than five (5) years of service will be entitled to ten (10) days of paid annual leave. All qualified employees with five (5) or more years service will be entitled to fifteen (15) days of paid annual leave. All qualified employees with fifteen (15) or more years of service will be entitled to twenty (20) day of paid annual leave. The number of hours earned for each scheduled vacation day off shall be proportional to the base schedule of each employee. Annual leave will be computed as of the employee's anniversary month of hire. The pay for annual leave days will be calculated by dividing the hours normally scheduled in a single week by five (5).

SECTION 2: Annual leave days not taken in the calendar year in which they are earned shall accumulate from year to year, but not beyond thirty (30) days. Annual leave days earned in excess of thirty (30) days, but not taken, shall be lost.

SECTION 3: If a paid holiday occurs during the vacation period, the employee will be entitled to an additional day's vacation to compensate for the holiday.

SECTION 4: If the employment of a person entitled to an annual vacation is terminated by dismissal, resignation or retirement, he/she shall be paid for any unused portion of his/her vacation time to which he/she is entitled. On the death of any employee entitled to vacation allowance, the allowance shall be paid to the estate of the person or persons to whom unpaid salary is payable.

SECTION 5: More than five (5) days in a non-pay status during any single calendar month will constitute the loss of a month worked for annual leave credit purposes. Non-pay status will mean an

employee being absent from work without approved leave.

SECTION 6: Subject to the special provisions of Section 7 for the Highway Department, annual leave may be taken at any time subject to approval by the department head. Such approval shall not be unreasonably withheld. It shall be understood that it is prohibited for a department head to limit the nature of annual leave and/or establish periods during the year when no employees can take annual leave. In the event that more employees apply for paid vacation than can be spared from the work schedule at a given time, seniority will be the basis from determining the granting of approved annual leave and a week annual leave request shall have priority over less than a week request.

SECTION 7: In the Highway Department, on November 1st of each year, the vacation schedule for following calendar year shall be posted.

A. Employees may choose up to five (5) days of annual leave, with the most senior employee choosing first, followed by the second most senior employee and so on, until all employees have had an opportunity to choose up to five (5) days of annual leave.

B. Each employee who is entitled to select annual leave may have five (5) business days to make his or her choice. If the employee does not make the selection within said five (5) business days, he or she shall move to the bottom of the selection rotation. An employee may pass on selecting before the five (5) business days period ends by so informing the Union President, who shall immediately notify the next employee and the department head of the pass. In case of a pass, the next employee has five (5) business days from the time he or she is informed of the pass.

C. When round one of selection has concluded, a second round may begin with the most senior employee selecting up to five (5) additional days of annual leave using the above procedures.

D. Selecting annual leave from the posted calendar shall terminate upon the conclusion of two rounds of selection. Thereafter, the annual leave schedule is open for any employee to choose annual leave, provided at least thirty (30) calendar days notice is given to the department head of leave requests of three (3) or more consecutive days or more.

E. No more than one (1) employee may be on annual leave at any one time, unless the department head has approved the additional annual leave.

F. For annual leave in 2015 and subsequent years, the same procedure for posting the annual leave schedule and for selecting annual leave shall remain in effect, however the most senior employee who got to choose first in the previous year, moves to the bottom of the selection rotation. For subsequent years, the same procedure shall be followed.

ARTICLE 14
SICK AND PERSONAL LEAVE

SECTION 1: All full-time, probationary and qualified part-time employees of the Town will be entitled to one (1) day's sick leave for each calendar month worked. More than five (5) days in a non-pay status during any single calendar month will constitute the loss of a month worked for sick leave purposes. For purposes of this Agreement:

a. Full-Time Employee means a person working a regularly scheduled week of thirty (30) or more hours every week.
b. Qualified Part-Time Employee[2] means a person working for the Town regularly scheduled to work more than 25 but less than 30 hours every week.
c. Probationary Employee means a person working for the Town not having completed the probationary period. Probationary Period means a working test period during which a probationary employee is required to demonstrate his or her fitness for the duties to which he or she is appointed by actual performance of the duties of the position.

SECTION 2: All Town employees may accumulate a maximum of ninety (90) days sick leave.

SECTION 3: Sick leave will be allowed only in case of necessity or actual sickness or disability of the employee or to care for a sick child, spouse or elderly relative.

SECTION 4: To receive compensation while on sick leave, an employee must notify his or her Department Head prior to the time set for the beginning of his or her regular duties.

SECTION 5: Proof of illness may be required by a Department Head or Town Administrator and absences of more than three (3) days may require proof of care by a physician be substantiated or a statement by a physician certifying that the employee is fit to return to work.

SECTION 6: Accumulated sick leave will not be paid on termination of employment for any reason.

SECTION 7: All employees with accumulated sick leave may take three (3) of those days as personal days per year which when used, will be subtracted from their accumulated sick time.

SECTION 8: Sick Leave Bank

1. To be eligible for the sick bank, each covered employee shall donate annually up to one day of accumulated sick leave and thereafter, if called for by the Sick Bank Committee as constituted below, donate an additional day(s). The Bank shall be allowed to accumulate up to an amount equal to three (3) times the number of members in the bargaining unit. Any covered employee who contributes to the Sick Bank may utilize sick leave days from this Bank based upon the following formula:

   a. Up to one year of service in this system, 5 days additional sick leave;

   b. Up to two years of service in this system, up to 10 days additional sick leave;

   c. Up to three years or more of service in this system, up to 30 days additional sick leave.

2. The criteria for applying for and using sick leave from this Sick Bank shall be:

   a. The covered employee's accumulated sick and personal leave shall have been exhausted;

   b. The covered employee or immediate family member shall have been involved in a major operation or a serious and prolonged illness;

3. Application for use of the Sick Leave Bank shall be made to a union-designated committee of three employees for evaluation and disposition based upon reasonable rules and regulations adopted by the union to administer this benefit. The decision of the union committee to approve use of the Sick Leave Bank shall be communicated in writing to the Town Administrator for record-keeping purposes. It shall also be the responsibility of the union to communicate in writing to the Town Administrator the names of employees contributing to the Sick Leave Bank.

4. The Town of Hillsborough shall not participate or otherwise be responsible for the interpretation, application or administration of this benefit. Any ruling or other decision by an agency, body, board, court or other entity governing the provisions of this benefit which alters this benefit in its application or use in any way shall not impose upon the Town of Hillsborough any additional financial liability or obligation hereto.

5. This benefit shall not be subject to the grievance procedure, arbitration or other type of legal procedure.

6. If the Union determines that implementation is impracticable or that the program is not meeting the intended purpose, it can terminate said program with membership approval by providing notification to the Town.

ARTICLE 15
WORK RELATED INJURY LEAVE

SECTION 1: Definition: Injury arising out of and in the course of his or her employment with the Town of Hillsborough. Employees in the Town of Hillsborough are covered by worker's compensation insurance in accordance with the laws of the State of New Hampshire.

SECTION 2: In the case of such injuries, providing that the employee will have accumulated sick leave to his or her credit, the sum paid by the insurance company will be so supplemented that the employee will receive his or her average weekly wage until such time as the amount due said employee for accumulated sick leave will have been exhausted. Any amount paid under this provision will not reduce the amount to be paid under the worker's compensation schedule by the worker's compensation carrier. The employee may elect not to use his or her accumulated sick leave during this time.
SECTION 3: At the election of the employee, upon the exhaustion of all accumulated sick leave due, compensation due from accumulated annual and compensatory leave may be paid to the employee in the manner and under the same conditions as apply to the payment of accumulated sick leave.

SECTION 4: The total amount of supplemental payments will in no case exceed the amount of the employee's accumulated sick leave and annual leave. In no case will the total of worker's compensation payments plus the supplemental payments charged to sick and/or annual leave be greater than the employee's regular average wage.

SECTION 5: The calculation for deduction of annual or sick leave to make supplemental payments shall be that amount necessary to bring pay up to 100%.

ARTICLE 16
BEREAVEMENT LEAVE

SECTION 1: In the event of the death of an employee's immediate family, the Town will provide up to three (3) days of bereavement leave per occurrence for permanent full-time and part-time employees. "Immediate Family" includes spouse or domestic partner, parents, children and step-children, brothers and step-brothers, sisters and step-sisters, mother-in-law, father-in-law, grandparents and grandchildren. Additional unpaid time off may be granted for a specific and limited period of time with the approval of the Department Head and the Town Administrator. The employee must demonstrate the need for additional bereavement leave. In the event the employee is on paid leave at the time of death of the immediate family member, the employee may replace such paid leave with bereavement leave.

ARTICLE 17
CIVIC DUTY LEAVE

SECTION 1: Any full time or permanent part-time employee will be given time off without loss of pay or annual leave when performing civil leave, when called for jury duty, subpoenaed to appear before a court, agency, public body or commission. While on civil leave, said employee's civil compensation will be supplemented by the Town to such amount that the employee will receive his or her average weekly compensation. Supervisors must be notified at once of any requested civic duty leave.

ARTICLE 18
MILITARY LEAVE

SECTION 1: Any full-time or permanent part-time employee within the classified system of the Town who is a member of the reserve component of the Armed Forces of the United States or of this State will upon request be entitled to no more than fifteen (15) consecutive calendar days leave of absence in any twelve (12) month period, for the purpose of engaging in military drill, training or other temporary duty under military or naval authority. While on military leave such employee's military base pay will be supplemented by the Town to such amount so that the employee will receive his or her average weekly compensation. This provision shall not be considered the employee's annual leave.

ARTICLE 19
CRIME VICTIM LEAVE

SECTION 1: Employees who are victims of certain crimes will be permitted to leave work to attend court or other legal or investigative proceedings associated with the prosecution of the crime in accordance with the New Hampshire Crime Victim Employment Act of 2005, and RSA 275:61.

ARTICLE 20
LEAVES OF ABSENCE

SECTION 1. With Pay: Leave of absence with pay may be granted by the Town to permit an employee to attend professional meetings or conferences in the interest of the Town, or for other mutually agreeable reasons.

SECTION 2. Without Pay: Leave without pay may be granted by the Town when requested by an employee when such leave is deemed to be justified. Such leave may be granted where, due to extended illness, accumulated sick leave and annual leave have been used or for the extension of vacation time where circumstances will permit. The Town may also grant leave without pay for such purposes and under such conditions, as they deem necessary in the best interest of the Town.

ARTICLE 21
FAMILY AND MEDICAL LEAVE

SECTION 1: The Town shall comply with the provisions of the Family Medical Leave Act of 1993 and subsequent amendments. It shall be the employee's discretion whether or not to utilize accrued leave during FMLA leave and in what order they may wish to utilize accrued leave.

ARTICLE 22
SENIORITY AND LAYOFF/RECALL

SECTION 1: Definition. An employee's seniority shall commence with his/her hiring day provided the employee is not discharged and is in the Town's continuous employ beyond the probationary period.

SECTION 2: Seniority is forfeited only by discharge, termination, resignation or retirement. In no case will seniority be interrupted or forfeited by illness, layoff (where a rehiring occurs within one year of layoff), military duty or approved leave of absence, except in cases where permanent separation from Town employment results.

SECTION 3: Layoffs When it is necessary to reduce the number of employees on the Town payroll, the Board of Selectmen shall decide which employees shall be laid off in accordance with the following provisions:

A. Layoffs shall be by job classifications within the Department; and

B. Probationary full-time employees shall be laid off before any non-probationary full-time employees are laid off; and

C. Among each classification of employees in which layoffs are to occur, the least senior employee will be laid off first and in continuing order based on the least seniority.

SECTION 4: Re-employment List Employees separated from the service of the Town through no fault of their own shall be placed on a re-employment list. The Town agrees to maintain employees on the re-employment list for twelve (12) months following the employee's date of lay-off. An employee rehired under this circumstance shall be credited with full seniority.

ARTICLE 23
WORKSHOPS, SEMINARS AND CONFERENCES

SECTION 1: Workshops, Seminars and Conferences

Subject to the approval of the Department Head, the Town will grant employees time with pay to attend job related seminars, workshops, specialized courses and conferences that are directly related to the employee's job with the Town. The Town will reimburse at 100% the cost of fees of said required job related seminars, workshops, courses and conferences plus any other directly related costs such as travel, lodging, meals, or other necessary expenses that are incurred.

The Town shall permit employees to attend at least forty (40) hours per year of training, if requested, directly related to the employee's job with the Town.

ARTICLE 24
VACANCIES AND PROMOTIONS

SECTION 1: The Board of Selectmen and Department Head will notify employees of the existence of vacancies in each department that are to be filled. The department head will cause to be posted for a period of five (5) work days, notice of all vacancies in each department that are to be filled as determined by the Board of Selectmen.

SECTION 2: In the event applicants for any position appear to be equally qualified, preference will be given to the town employee over an applicant that is not a town employee. When two town employees appear equally qualified for promotion or transfer to any position, preference will be given to the employee with the greater seniority in the department where the vacancy exists. If the employees are from different departments and equally qualified, preference will be given to the employee with greater seniority with the Town.

ARTICLE 25
DISCIPLINARY PROCEDURES

SECTION 1: Discipline shall be for just cause and shall be appropriate to the infraction for which the disciplinary action is being taken. Disciplinary action will normally be taken in the following order:

[a]. Verbal Warning
[b]. Written Warning
[c]. Suspension Without Pay
[d]. Discharge

However, the sequence need not be followed if the cause of an infraction is sufficiently serious to merit an exception.

All written warnings, suspensions, and discharge notices shall be in written form and shall be signed by the Employee as an acknowledgement of receipt of the action taken. An Employee shall be tendered a copy of any warning, reprimand, suspension or discharge entered on his personnel record, within three (3) working days of the action taken.

SECTION 2: Whenever an employee member is required to attend a meeting in which discipline is imposed or there exists the possibility of discipline or some other adverse employment decision as the result of such a meeting, he/she shall be informed of his/her right to have a representative of the Hillsborough Town Employees, AFT Local #3912, AFT-NH, AFL-CIO present at such meeting.

SECTION 3: Verbal warnings are not subject to the grievance procedure. However, an employee who receives a written warning based all or in part on prior verbal warnings may contest the verbal warning as part of the grievance on the written warning.

ARTICLE 26
GRIEVANCE PROCEDURE

SECTION 1: For the purpose of this contract, a grievance is defined as a dispute, claim or complaint which is filed and signed by an employee or the Union which arises under and during the term of this Agreement.

Grievances are limited to matters of interpretation or application of specific provisions of this Agreement.

SECTION 2: An employee, group of employees or the Union having a grievance must first take up the grievance with his/her Department Head within fifteen (15) calendar days of the date he/she knew or should have known of the cause of his/her grievance. The Department Head shall give his/her answer in writing within ten (10) calendar days.

SECTION 3: Failing resolution by these parties, the grievant or the Union may, within ten (10) calendar days from the date of the Department Head's decision, or within ten (10) calendar days after presented to the Department Head if there has been no decision, submit the grievance to the Town Administrator. The grievance must be in writing and signed and must list the article and section violated, the date of the alleged violation, the specific grievance and the relief sought. The Town Administrator will render his/her decision in writing within ten (10) calendar days.

SECTION 4: Failing resolution by the parties referred to in Section 2, the grievant(s) or the Union may, within ten (10) calendar days after the date of the decision of the Town Administrator or within ten (10) calendar days after the grievance has been presented to the Town Administrator if no decision has been rendered, submit the written grievance referred to in Section 2 above to the Board of Selectmen. The Board of Selectmen will hold a hearing on the matter within thirty (30) calendar days from the receipt of the request for hearing. The Board of Selectmen will render its decision within fourteen (14) calendar days from the close of the hearing.

SECTION 5: If the decision of the Board of Selectmen is not acceptable to the Union, the Union may, within ten (10) calendar days after the date of the Board of Selectmen's decision, or upon the expiration of the time period and no decision is rendered, or no hearing is held, the Union may submit the grievance to final and binding arbitration. The Union and the Town will attempt to agree on a mutually agreeable arbitrator. If no agreement is reached on a mutually acceptable arbitrator within twenty (20) calendar days after the grievance was first submitted to the Board of Selectmen, the Union shall request the New Hampshire Public Employee Labor Relations Board to appoint an arbitrator. The arbitrator shall be notified

of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Town representatives.

SECTION 6: The arbitrator shall submit his/her decisions in writing within thirty (30) calendar days following the close of the hearing. His/her decision shall not go beyond what is necessary for the interpretation and application of express provisions of the Agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of the rights granted or retained by this Agreement. The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay any expenses of witnesses who are called by them.

SECTION 7: The above time limits may be extended by mutual agreement of the parties, which Agreement must be signed by both parties and in writing.

SECTION 8: The employee, when discussing his/her grievance with management, may, at his/her discretion, be accompanied by the Union Representative or his/her designee.

ARTICLE 27
HEALTH AND SAFETY

SECTION 1: The Board agrees to provide a safe and healthy working environment for all employees. There shall be union representation on the existing Town Joint Loss Safety Committee.

SECTION 2: The Board agrees to provide the necessary safety equipment consistent with NH Department of Labor and OSHA regulations for employees to perform their job.

SECTION 3: There shall be a labor-management committee established effective July 1, 2012 for the express purpose of examining current safety practices and the safety equipment required by employees. There shall be equal representative from labor and management. The Union shall appoint the union representatives on the committee. The committee shall issue its' report with findings on or before June 30, 2013.

ARTICLE 28
CONFORMITY TO LAW AND SAVING CLAUSE

SECTION 1: If f any provision of this Agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

SECTION 2: If any provision of this agreement, or any application of this agreement to any employee or groups of employees, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 29
DURATION

SECTION 1: This Agreement shall be for a term of three (3) years. It shall be in full force and effect from 00:01 April 1, 2015 until 23:59 March 31, 2018.

SECTION 2: If a successor agreement has not been negotiated and approved by March 31, 2015, the terms of this agreement shall remain in effect in accordance with the *status quo doctrine* as established by New Hampshire law, which does not include continuation of the Step Plans of Article 13.

SECTION 3: The parties understand and agree that the cost items included in this Agreement must be approved by the Hillsborough Town Meeting.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS _____ DAY OF APRIL, 2015.

TOWN OF HILLSBOROUGH
BOARD OF SELECTMEN

Wendy A. Brien-Baker, Chair

Alan B. Urquhart, Vice-Chair

James C. Bailey, III, Selectman

HILLSBOROUGH TOWN EMPLOYEES
A.F.T. LOCAL 3912, AFT-NH, AFL-CIO

Michael Minichiello, President

Dana Brien, Negotiating Team Member

James Card, Negotiating Team Member

Appendix A

UNIT MODIFICATION

State of New Hampshire
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Hillsborough Town Employees, AFT Local #3912, AFT-NH, AFL-CIO

and

Town of Hillsborough

Case No. G-0178-3
Decision No. 2015-070

MODIFICATION OF CERTIFIED BARGAINING UNIT

Pursuant to RSA 273-A and PELRB Decision No. 2015-069 granting the Union's petition for modification, the existing certification, set forth in PELRB Decision No. 2014-076 (May 25, 2014), is amended; and it is hereby ordered that the composition of the modified bargaining unit, represented by the Hillsborough Town Employees, AFT Local #3912, AFT-NH, AFL-CIO for purposes of collective negotiations and settlement of grievances, is as follows:

Unit: Deputy Tax Collector/Deputy Town Clerk, Highway-Heavy Equipment Operator (full-time), Highway/Parks and Recreations Laborer (full-time), Paramedic (full-time), Transfer Station Attendant (full-time), Transfer Station/Parks and Recreation Laborer (part-time), Transfer Station/Laborer (part-time), Welfare Director (full-time), Fleet Maintenance Coordinator, and Assistant Foreman.

Excluded: Town Clerk, Town Administrator, Transfer Station Supervisor, Police Chief, Fire Chief, Highway Department Supervisor, Selectmen's Secretary, Town Office Records Clerk, Finance and Planning Assistant, Building Inspector.

The above named public employer shall negotiate with the exclusive representative named herein on terms and conditions of employment for the members of the bargaining unit, as herein described, and shall recognize the right of the exclusive representative to represent employees in the settlement of grievances.

April 20, 2015

Karina A. Lange, Esq.
Staff Counsel Hearing Office

Distribution: Teresa D. Donovan, Esq.
Laura Buono, Town Administrator

APPENDIX B-1
2015-2016 Wages

2015-2016	1.5%					
HIGHWAY	**Step**					**MAX**
Position	**START**	**2 YEARS**	**4 YEARS**	**6 YEARS**	**8 YEARS**	**10 years**
Laborer	$13.67	$14.25	$14.84	$15.46	$16.11	$16.81
Truck Driver	$16.25	$16.93	$17.63	$18.36	$19.13	$19.83
LEO	$15.74	$16.41	$17.08	$17.80	$18.54	$19.24
HEO	$17.40	$18.12	$18.88	$19.66	$20.49	$21.19
Fleet Mtce. Coordinator	$20.39	$21.32	$23.35	$25.38	$27.95	$28.65
Asst. Foreman	$19.89	$20.72	$21.59	$22.48	$23.42	$24.12

SOLID WASTE	**Step**					**MAX**
Position	**START**	**2 YEARS**	**4 YEARS**	**6 YEAR5**	**8 YEARS**	**10 years**
Laborer (PT)	$13.15	$13.70	$14.28	$14.87	$15.49	$16.19
Driver/Equip Op. (FT)	$15.35	$15.98	$16.65	$17.35	$18.07	$18.77

TOWN OFFICE	**Step**					**MAX**
Position	**START**	**2 YEARS**	**4 YEARS**	**6 YEARS**	**8 YEARS**	**10 years**
Deputy Town Clerk	$16.27	$17.17	$18.15	$18.81	$19.51	$20.21
Welfare Director	$17.01	$18.10	$19.25	$20.07	$20.90	$21.60
FIRE DEPARTMENT	**Step**					**MAX**
Position	**START**	**2 YEARS**	**4 YEARS**	**6 YEARS**	**8 YEARS**	**10 years**
PARAMEDIC	$16.01	$17.03	$18.12	$19.27	$20.51	$21.21

APPENDIX B-2
2016-2017 Wages

2016-2017	2.0%					
HIGHWAY	**Step**					
Position	**START**	**2 YEARS**	**4 YEARS**	**6 YEARS**	**8 YEARS**	**10 years**
Laborer	$13.95	$14.54	$15.14	$15.77	$16.43	$17.14
Truck Driver	$16.58	$17.27	$17.98	$18.73	$19.52	$20.23
LEO	$16.06	$16.74	$17.42	$18.16	$18.91	$19.63
HEO	$17.75	$18.48	$19.26	$20.05	$20.90	$21.62
Fleet Mtce. Coordinator	$20.80	$21.74	$23.81	$25.88	$28.51	$29.23
Asst. Foreman	$20.29	$21.13	$22.02	$22.93	$23.88	$24.60

SOLID WASTE	**Step**					
Position	**START**	**2 YEARS**	**4 YEARS**	**6 YEARS**	**8 YEARS**	**10 years**
Laborer (PT)	$13.42	$13.98	$14.57	$15.17	$15.80	$16.51
Driver/Equip Op. (FT)	$15.65	$16.30	$16.98	$17.69	$18.43	$19.14

TOWN OFFICE	**Step**					
Position	**START**	**2 YEARS**	**4 YEARS**	**6 YEARS**	**8 YEARS**	**10 years**
Deputy Town Clerk	$16.60	$17.52	$18.51	$19.18	$19.90	$20.61
Welfare Director	$17.35	$18.46	$19.64	$20.47	$21.32	$22.03
FIRE DEPARTMENT	**Step**					
Position	**START**	**2 YEARS**	**4 YEARS**	**6 YEARS**	**8 YEARS**	**10 years**
PARAMEDIC	$16.33	$17.37	$18.48	$19.66	$20.92	$21.64

APPENDIX B-3
2017-2018 Wages

2017-2018	1.5%						
HIGHWAY	**Step**						**MAX**
Position	**START**	**2 YEARS**	**4 YEARS**	**6 YEARS**	**8 YEARS**	**10 years**	**12 YEARS**
Laborer	$14.15	$14.75	$15.36	$16.00	$16.68	$17.40	$18.10
Truck Driver	$16.82	$17.53	$18.25	$19.01	$19.81	$20.53	$21.23
LEO	$16.30	$16.99	$17.69	$18.43	$19.20	$19.92	$20.62
HEO	$18.01	$18.76	$19.55	$20.35	$21.22	$21.94	$22.64
Fleet Mtce. Coordinator	$21.11	$22.07	$24.17	$26.27	$28.94	$29.66	$30.36
Asst. Foreman	$20.60	$21.45	$22.35	$23.28	$24.24	$24.97	$25.67

SOLID WASTE	**Step**						**MAX**
Position	**START**	**2 YEARS**	**4 YEARS**	**6 YEARS**	**8 YEARS**	**10 years**	**12 YEARS**
Laborer (PT)	$13.62	$14.19	$14.79	$15.39	$16.04	$16.76	$17.46
Driver/Equip Op. (FT)	$15.89	$16.54	$17.23	$17.96	$18.70	$19.43	$20.13

TOWN OFFICE	**Step**						**MAX**
Position	**START**	**2 YEARS**	**4 YEARS**	**6 YEARS**	**8 YEARS**	**10 years**	**12 YEARS**
Deputy Town Clerk	$16.84	$17.78	$18.79	$19.47	$20.20	$20.92	$21.62
Welfare Director	$17.61	$18.74	$19.93	$20.77	$21.64	$22.36	$23.06
FIRE DEPARTMENT	**Step**						**MAX**
Position	**START**	**2 YEARS**	**4 YEARS**	**6 YEARS**	**8 YEARS**	**10 years**	**12 YEARS**
PARAMEDIC	$16.57	$17.63	$18.76	$19.96	$21.24	$21.96	$22.66

NEW HAMPSHIRE
Local Government Center
HealthTrust

Anthem.

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BlueChoice®
Cost Sharing Schedule

This Cost Sharing Schedule is an important part of Your Subscriber Certificate and is an outline of Your coverage. Do not rely on this outline alone. Keep this schedule with Your Certificate because it contains important information about coverage and limitations. Please read Your Subscriber Certificate carefully as important terms and limitations apply.

Cost Sharing Summary	Option 1 *When Your PCP provides or refers Your care*	Option 2 *When You seek care directly from a BlueChoice provider*	Option 3* *When You seek care from any out-of-network provider*
	YOUR COST		
Visit Copayment Applies each time You visit Your Primary Care Provider (PCP) or Network obstetrical/gynecological specialist.	$10 per visit	$30 per visit	not applicable
Specialty Visit Copayment Applies each time You visit a specialist. This Copayment also applies each time You visit a Network Physician at a Network Walk-In Center for diagnosis, care and treatment of an illness or injury.	$10 per visit	$30 per visit	not applicable
Emergency Room Copayment	$50 per visit		
Urgent Care Facility Copayment Applies each time You visit a licensed hospital's Network urgent care facility for diagnosis, care and treatment of an illness or injury.	$50 per visit	$50 per visit	not applicable
Standard Deductible	not applicable	not applicable	$150 per Member, per year $450 per family, per year
Standard Coinsurance	not applicable	20%	20%
Coinsurance Maximum	not applicable	$600 per Member, per year $1,800 per family, per year	$900 per Member, per year $2,700 per family, per year
Durable Medical Equipment, Medical Supplies and Prosthetics			
Deductible	not applicable	not applicable	not applicable
Coinsurance	not applicable	20%	20%
Inpatient Precertification Penalty	not applicable	not applicable	$500

* Benefits are limited to the Maximum Allowable Benefit (MAB). Under Option 3 Benefits, You may be responsible for paying the difference between the MAB and charge. Please see Section 2 of Your Subscriber Certificate for details. Self-referred care may require preauthorization/precertification from Anthem. Please refer to Your Subscriber Certificate for details.

Please note that throughout this schedule any reference to year means calendar year.

Coverage Outline	Option 1 *When Your PCP provides or refers Your care*	Option 2 *When You seek care directly from a BlueChoice provider*	Option 3* *When You seek care from any out-of-network provider*
	YOUR COST		
Medical/Surgical Care			
I. Inpatient Services			
In a Short Term General Hospital (Facility charges for medical, surgical and maternity admissions)	You pay $0	Standard Coinsurance	Standard Deductible and Coinsurance, plus any balances
In a Skilled Nursing Facility (Facility charges)			
In a Physical Rehabilitation Facility (Facility charges)			
Inpatient physician and professional services (Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests)			
II. Outpatient Services			
Preventive Care			
Immunizations for babies, children and adults (including travel and rabies immunizations) Mammograms, pap smears, lead screening, prostatic specific antigen (PSA) screening	You pay $0	You pay $0	You pay any balances
Routine physical exams for babies, children and adults (including one annual gynecological exam*) Family planning visits Nutrition counseling Routine vision exams - One exam each year for Members 18 years old and younger; one exam every two years for Members 19 years old and older.* Routine hearing exams - One exam each year for Members 18 years old and younger.*			Standard Deductible and Coinsurance, plus any balances
Medical/Surgical Care in a Physician's Office or Walk-In Center or furnished by an Independent Ambulatory Surgical Center, *Independent Infusion Therapy Provider, Independent Laboratory Provider, or Independent Radiology Provider*			
Medical exams, consultations, anesthesia, medical treatments, and Network Provider services at a Network Walk-In Center	Visit Copayment or Specialty Visit Copayment	Visit Copayment or Specialty Visit Copayment	Standard Deductible and Coinsurance, plus any balances
Injections (including allergy injections)	You Pay $0	You Pay $0	
Office surgery			
Laboratory tests (including allergy testing)			
X-ray tests (including ultrasound)			
MRA, MRI, PET, SPECT, CT Scan, CTA, chemotherapy, medical supplies and drugs		Standard Coinsurance	
Maternity care (prenatal and postpartum visits) Please see your Subscriber Certificate for information about total maternity care.	You pay no Visit Copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is indicated above under "Inpatient Services" or below under "Outpatient Facility Care."		

* Benefits are limited to the Maximum Allowable Benefit (MAB). Under Option 3 Benefits, You may be responsible for paying the difference between the MAB and charge. Please see Section 2 of Your Subscriber Certificate for details. Self-referred care may require preauthorization/precertification from Anthem. Please refer to Your Subscriber Certificate for details.

* Any combination of Option 1, 2 or 3 Benefits counts toward this limit.

	Option 1 *When Your PCP provides or refers Your care*	Option 2 *When You seek care directly from a BlueChoice provider*	Option 3* *When You seek care from any out-of-network provider*
	YOUR COST		
Outpatient Facility Care in the Outpatient Department of a Hospital, a Short Term General Hospital's Ambulatory Surgical Center, a Hemodialysis Center or Birthing Center			
Medical exams and consultations by a physician	Visit Copayment or Specialty Visit Copayment	Visit Copayment or Specialty Visit Copayment	Standard Deductible and Coinsurance, plus any balances
Services of a surgeon, operating room for surgery and anesthesia	You Pay $0	Standard Coinsurance	
Physician and professional services for the delivery of a baby or management of therapy Hemodialysis, chemotherapy, radiation therapy, infusion therapy, MRA, MRI, PET, SPECT, CT Scan, CTA Fees for use of a facility, medical supplies, drugs, other ancillaries, observation			
Laboratory and x-ray tests (including ultrasounds)		You Pay $0	
Emergency Room Visits and Urgent Care Facility Visits			
Use of the emergency room (The Copayment is waived if You are admitted)	Emergency Room Copayment		
Use of a licensed hospital's urgent care facility	Urgent Care Facility Copayment	Urgent Care Facility Copayment	Standard Deductible and Coinsurance, plus any balances
Physician's fee, surgery, MRA, MRI, PET, SPECT, CT Scan, CTA, medical supplies and drugs	You Pay $0	Standard Coinsurance	
Laboratory and x-ray tests		You Pay $0	
Ambulance Services Transport by ambulance must be Medically Necessary	You pay $0		
III. Outpatient Physical Rehabilitation Services			
Physical Therapy and Occupational Therapy and Speech Therapy	You pay $0	Standard Coinsurance	Standard Deductible and Coinsurance, plus any balances
Cardiac Rehabilitation Visits	Visit Copayment or Specialty Visit Copayment	Visit Copayment or Specialty Visit Copayment	
Chiropractic Care • **Office visit** - unlimited		not applicable	
• **Laboratory and x-ray tests** furnished by a chiropractor	You Pay $0		
Early Intervention Services Available from birth to a covered child's third birthday. Limited to $3,200 per Member per year and $9,600 by the child's third birthday *	Visit Copayment or Specialty Visit Copayment	Visit Copayment or Specialty Visit Copayment	
IV. Home Care			
Physician services Medical exams, injections, medical treatments, surgery and anesthesia	Visit Copayment or Specialty Visit Copayment	Visit Copayment or Specialty Visit Copayment	Standard Deductible and Coinsurance, plus any balances
Home Health Agency services	You Pay $0	Standard Coinsurance	
Hospice			
Infusion Therapy			
Durable Medical Equipment, Medical Supplies and Prosthetics			Standard Coinsurance, plus any balances

*Benefits are limited to the Maximum Allowable Benefit (MAB). Under Option 3 Benefits You may be responsible for paying the difference between the MAB and charge. Please see Section 2 of Your Subscriber Certificate for details. Self-referred care may require preauthorization precertification by Anthem. Please refer to Your Subscriber Certificate for details.

* Any combination of Option 1, 2 or 3 Benefits counts toward this limit.

Option 2 Benefits are not available for Behavioral Health care.	Option 1 *When You obtain care from a Network Provider*	Option 3* *When You obtain care from any Eligible Mental Health or Substance Abuse Provider*
	YOUR COST	
V. Behavioral Health Care (Mental Health and Substance Abuse Care)		
Outpatient/Office Visits		
Mental Health Visits: Unlimited Medically Necessary visits **Substance Abuse Visits:** Unlimited Medically Necessary visits (including detoxification and substance abuse rehabilitation services)	Visit Copayment or Specialty Visit Copayment	Standard Deductible and Coinsurance, plus any balances
Partial Hospitalization and Intensive Outpatient Treatment Programs		
Mental Disorders: Unlimited Medically Necessary care **Substance Abuse Conditions:** Unlimited Medically Necessary care for rehabilitation and detoxification	You Pay $0	Standard Deductible and Coinsurance, plus any balances
Inpatient Care		
Mental Disorders: Unlimited Medically Necessary Inpatient days **Substance Abuse Conditions:** • Medical detoxification days - Unlimited Medically Necessary Inpatient days • Substance abuse rehabilitation - Unlimited Medically Necessary Inpatient days	You Pay $0	Standard Deductible and Coinsurance, plus any balances
Scheduled Ambulance Transport Limited to Medically Necessary transport from one facility to another	You Pay $0	
VI. Prescription Eyewear		
Benefits are limited to a maximum of **$40** per Member, every two calendar years. Please refer to Your Prescription Eyewear Rider for more information.		

* Benefits are limited to the Maximum Allowable Benefit (MAB). Under Option 3 Benefits, You may be responsible for paying the difference between the MAB and charge. Please see Section 2 of Your Subscriber Certificate for details. Self-referred care may require preauthorization/precertification from Anthem. Please refer to Your Subscriber Certificate for details.

HealthTrust

Anthem BlueCross BlueShield

Matthew Thornton Blue[SM]
Cost Sharing Schedule

This Cost Sharing Schedule is an important part of Your Subscriber Certificate and is an outline of Your coverage. Do not rely on this outline alone. Keep this schedule with Your Certificate because it contains important information about coverage and limitations. Please read Your Subscriber Certificate carefully as important terms and limitations apply.

Cost Sharing Summary	YOUR COST
Visit Copayment Applies each time You visit Your Primary Care Provider (PCP) or Network obstetrical/gynecological specialist.	$20 per visit
Specialty Visit Copayment Applies each time You visit a specialist. This Copayment also applies each time You visit a Network Provider at a Network Walk-In Center for diagnosis, care and treatment of an illness or injury.	$20 per visit
Emergency Room Copayment	$100 per visit
Urgent Care Facility Copayment Applies each time You visit a licensed hospital's Network urgent care facility for diagnosis, care and treatment of illness or injury.	$50 per visit
Standard Deductible	not applicable
Standard Coinsurance	
Coinsurance Maximum	
Durable Medical Equipment, Medical Supplies and Prosthetics	
Deductible	not applicable
Coinsurance	20%
Out-of-Pocket Limit* Includes all Deductibles, Coinsurance, and Copayments You pay during a year. It does not include Your premium or charges for noncovered services.	$5,000 per Member, per year $10,000 per family, per year

*Once the Out-of-Pocket Limit is satisfied, You will not have to pay additional Deductibles, Coinsurance, or Copayments for the rest of the year.

Please note that throughout this schedule any reference to year means calendar year.

Coverage Outline	YOUR COST
Medical/Surgical Care	
I. Inpatient Services	
In a Short Term General Hospital (Facility charges for medical, surgical and maternity admissions)	You pay $0
In a Skilled Nursing Facility (Facility charges) Up to 100 Inpatient days per Member, per year	
In a Physical Rehabilitation Facility (Facility charges) Up to 100 Inpatient days per Member, per year	
Inpatient physician and professional services (Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests) For Skilled Nursing or Physical Rehabilitation Facility admissions: limited to the number of Inpatient days stated above.	
II. Outpatient Services	
Preventive Care	
Preventive Care and screenings as required by law including, but not limited to: -Immunizations for babies, children and adults (including travel and rabies immunizations) -Cancer screenings such as: Mammograms, pap smears, prostatic specific antigen (PSA) screening, routine colonoscopy and sigmoidoscopy -Routine physical exams for babies, children and adults (including one annual gynecological exam) -Lead screening -Outpatient office contraceptive services -Nutrition counseling -Routine vision exams - One exam each year for Members 18 years old and younger; one exam every two years for Members 19 years old and older. -Routine hearing exams - One exam each year for Members 18 years old and younger.	You pay $0
Medical/Surgical Care in a Physician's Office or Walk-In Center or furnished by an Independent Ambulatory Surgical Center, Independent Infusion Therapy Provider, Independent Laboratory Provider, or Independent Radiology Provider	
Medical exams, consultations, anesthesia, medical treatments, and Network Provider services at a Network Walk-In Center	Visit Copayment or Specialty Visit Copayment
Injections (including allergy injections)	You pay $0
Office surgery	
Laboratory tests (including allergy testing)	
X-ray tests (including ultrasound)	
MRA, MRI, PET, SPECT, CT Scan, CTA, Chemotherapy, medical supplies and drugs	
Maternity care (prenatal and postpartum visits) Please see Your Subscriber Certificate for information about total maternity care.	You pay no Visit Copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is the same as shown for "Inpatient Services" (above) and "Outpatient Facility Care" (below).

	YOUR COST
Outpatient Facility Care in the Outpatient Department of a Hospital, a Short Term General Hospital's Ambulatory Surgical Center, a Hemodialysis Center or Birthing Center	
Medical exams and consultations by a physician	Visit Copayment or Specialty Visit Copayment
Services of a surgeon, operating room for surgery and anesthesia	You pay $0
Physician and professional services for the delivery of a baby or management of therapy Hemodialysis, chemotherapy, radiation therapy, infusion therapy, MRA, MRI, PET, SPECT, CT Scan, CTA Fees for use of a facility, medical supplies, drugs, other ancillaries, observation	
Laboratory and x-ray tests (including ultrasounds)	
Emergency Room Visits and Urgent Care Facility Visits	
Use of the emergency room (The Copayment is waived if you are admitted)	Emergency Room Copayment
Use of a licensed hospital's urgent care facility in the Network	Urgent Care Facility Copayment
Physician's fee, surgery, MRA, MRI, PET, SPECT, CT Scan, CTA, medical supplies and drugs	You pay $0
Laboratory and x-ray tests	
Ambulance Services Medically Necessary Emergency Transport	
III. Outpatient Physical Rehabilitation Services	
Physical Therapy and Occupational Therapy and Speech Therapy Up to a combined maximum of 60 visits per Member, per year	Visit Copayment or Specialty Visit Copayment
Cardiac Rehabilitation Visits	
Chiropractic Care • **Office visits** - up to 12 visits per Member, per year	
• **Laboratory and x-ray tests** furnished by a chiropractor	You pay $0
Early Intervention Services	Visit Copayment or Specialty Visit Copayment
IV. Home Care	
Physician services Medical exams, injections, medical treatments, surgery and anesthesia	Visit Copayment or Specialty Visit Copayment
Home Health Agency services	You pay $0
Hospice	
Infusion Therapy	
Durable Medical Equipment, Medical Supplies and Prosthetics	Subject to the DME Coinsurance

	YOUR COST
V. Behavioral Health Care (Mental Health and Substance Abuse Care)	
Outpatient/Office Visits	
Mental Health Visits: Unlimited Medically Necessary visits **Substance Abuse Visits:** Unlimited Medically Necessary visits (including detoxification and substance abuse rehabilitation services)	Visit Copayment or Specialty Visit Copayment
Partial Hospitalization and Intensive Outpatient Treatment Programs	
Mental Disorders: Unlimited Medically Necessary care **Substance Abuse Conditions:** Unlimited Medically Necessary care for rehabilitation and detoxification	You pay $0
Inpatient Care	
Mental Disorders: Unlimited Medically Necessary Inpatient days **Substance Abuse Conditions:** • Medical detoxification days – Unlimited Medically Necessary Inpatient days • Substance abuse rehabilitation – Unlimited Medically Necessary Inpatient days	You pay $0
Scheduled Ambulance Transport Limited to Medically Necessary transport from one facility to another	
VI. Prescription Eyewear	
Benefits are limited to a maximum of **$40** per Member, per year. Please refer to your Prescription Eyewear Rider for more information.	