COLLECTIVE BARGAINING AGREEMENT

AFSCME Council 93, Local 2973

JAFFREY PUBLIC WORKS DEPARTMENT

&

TOWN OF JAFFREY—NH

January 1, 2014 – December 31, 2015

TABLE OF CONTENT

PREAMBLE 3
ARTICLE 1 RECOGNITION 3
ARTICLE 2 MANAGEMENT RIGHTS 3
ARTICLE 3 EMPLOYEE RIGHTS 4
ARTICLE 4 DUES DEDUCTION 5
ARTICLE 5 NO STRIKES 5
ARTICLE 6 WORK RULES 6
ARTICLE 7 DISCIPLINARY PROCEDURES 6
ARTICLE 8 GRIEVANCE PROCEDURES 7
ARTICLE 9 SAFETY AND HEALTH 9
ARTICLE 10 SENIORITY, APPOINTMENTS, PROMOTIONS & TRANSFERS 10
ARTICLE 11 NORMAL WORKWEEK AND WORKDAY 14
ARTICLE 12 OVERTIME 15
ARTICLE 13 CALL PAY 15
ARTICLE 14 WORKING ABOVE CLASSIFICATION 15
ARTICLE 15 WAGES 16
ARTICLE 16 HOLIDAYS 17
ARTICLE 17 VACATIONS 18
ARTICLE 18 SICK LEAVE 19
ARTICLE 19 MILITARY LEAVE ANNUAL TRAINING 21
ARTICLE 20 BEREAVEMENT LEAVE 21
ARTICLE 21 RETIREMENT 22
ARTICLE 22 HEALTH INSURANCE 22
ARTICLE 23 DENTAL INSURANCE 22
ARTICLE 24 DISABILITY INSURANCE 23
ARTICLE 25 LIFE INSURANCE 23
ARTICLE 26 EDUCATION INCENTIVE 23
ARTICLE 27 ALCOHOLIC BEVERAGES & CONTROLLED SUBSTANCES 23
ARTICLE 28 JURY DUTY 24
ARTICLE 29 BULLETIN BOARDS 24
ARTICLE 30 SEPARABILITY 24
ARTICLE 31 ENTIRE AGREEMENT 24
ARTICLE 32 LABOR MANAGEMENT COMMITTEE 25
ARTICLE 33 DURATION 25

PREAMBLE -

This agreement entered into by the Town of Jaffrey, New Hampshire, hereinafter referred to as the Town, and Local 2973 of the American Federation of State, County, and Municipal Employees, Council 93 AFL-CIO, hereinafter referred to as the Union.

It is the purpose of this agreement to achieve and maintain harmonious relations between the Town and the Union, to provide for the equitable and peaceful adjustment of differences, which may arise, and to establish standards of wages, hours, and other conditions of employment.

ARTICLE 1 RECOGNITION

The Town hereby recognizes the Union as the exclusive bargaining agent for all permanent full-time employees of the Public Works Department (Highway, Parks & Commons, Sewer, Water and Solid Waste Facility) in accordance with PERLB certification A-0542 for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.

Excluded from this agreement are in addition to the positions of Director, Administrative Secretary and Division Foreman of the Public Works Department, and any part-time, seasonal or temporary employees.

The Town agrees to authorize a maximum of eight (8) hours off in any one calendar year, without loss of time or pay for Union members and their representatives to hold meetings to discuss and/or vote on any matter relating to this agreement. The Union shall notify the Town not less than 5 days in advance of such meetings. The Union agrees not to exceed a maximum of two (2) hours per meeting and a yearly total of eight (8) hours for this purpose.

Permanent Employee - for purposes of this Agreement, the term shall be taken to mean a fulltime employee working on a regular basis in a position of continuous employment. The use of the term "permanent employee" shall not in any way guarantee continuous employment for an employee or continuation of a job position.

ARTICLE 2 MANAGEMENT RIGHTS

A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Town shall maintain 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 rights of employees in the bargaining unit and the Union herein are limited to those specifically set forth in this Agreement, and the Town retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.

B. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Town shall include the following:

1. To direct and supervise all operations, functions and policies of the Town 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 and the implementation of any decision with regards thereto.

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 not in conflict with the provisions of this agreement.

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

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

8. To discipline, suspend, demote or discharge employees.

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

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

ARTICLE 3 EMPLOYEE RIGHTS

A. The Town and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union or to discriminate against any employee because the employee has given testimony or taken part in a grievance procedure or proceeding of the Union.

B. No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the Town.

C. The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of age, sex, marital status, race, color, citizenship, national origin, religion, or disability. All such claims under this Section shall be processed through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

ARTICLE 4 DUES DEDUCTION

No Employee shall be required, as a condition of obtaining or retaining employment, to join or refrain from joining the Union. It is recognized that the negotiations for and administration of this Agreement entails expenses, which appropriately should be shared by all employees who are beneficiaries of this Agreement. To this end, if an employee does not join the union, such employee will as a condition of employment by the Town, execute an authorization for the deduction of a "representation fee" which shall be equivalent to the membership dues and assessments required to be paid by members of the Union.

Upon receipt of an individually written authorization by a Union member covered by this Agreement and approved by the Union President, the Town agrees to deduct from the pay of each member so authorized the current Union dues as certified to the town by the Treasurer of the Union. Said deduction shall be made weekly provided, however, that if any employee has no check coming or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said employee for that quarter.

The Town shall send the amount so deducted to the Treasurer of the Union. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union over the matter of deduction the Union (and members) agrees to defend and hold the Town harmless in any such dispute.

ARTICLE 5 NO STRIKES

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 which interferes with the normal operation of the Town or the withholding of services to the Town of Jaffrey.

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 above, and shall disavow any such activity and shall use all means to induce such employee or group of

employees to terminate such activity forthwith. It is understood that any employee violating this Article shall be subject to disciplinary action up to and including discharge.

ARTICLE 6 WORK RULES

The Town may prepare, issue and enforce work rules and safety regulations necessary for the safe, orderly and efficient operation of the Department.

The Town shall provide to each employee and the Union, access to all current rules, regulations and directives relative to the department by which the employee is employed. When a new employee covered by this Agreement is hired, the employee will be provided copies of the above mentioned rules, regulations and directives and/or made aware of the location of same.

ARTICLE 7 DISCIPLINARY PROCEDURES

Disciplinary action will be for just cause and will normally be taken in the following order:

a) Verbal Warning
b) Written Warning
c) Suspension without Pay
d) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the town reserves the right to take disciplinary action in any manner or form consistent with the efficiency of operations and appropriate to the infraction involved.

Violation of any of these rules is justification for disciplinary action including discharge. As a minimum all employees are expected to adhere to rules, which include but are not limited to the following:

a) Report for work at the designated time.

b) Inform the department head or Division Foreman of any inability to report for work promptly within one hour of their normal starting time.

c) Report for emergency overtime work unless good cause is shown and approved by department head.

d) Not leave the designated work location without authorization.

e) Not be tardy or absent without permission.

f) Not use, possess or be under the influence of any alcoholic beverage or controlled substance during normal working hours or any other time for which the employee is being compensated.

g) Not sleep during assigned working hours.

h) Perform assigned work duties satisfactorily, i.e., efficiently and expeditiously.

i) Not be insubordinate.

j) Conduct themselves in a courteous and respectable manner at all times.

k) Exert due care for all Town property.

1) Comply with all Town and departmental regulations.

m) Obey all applicable Federal, State and local laws and ordinances.

n) Shall not solicit or accept any gift gratuity, which could, in any manner, be construed to influence the performance of the employee's official duties.

o) Will utilize work place safety devices and comply with applicable safety standards and procedures as provided by the Town or required by law.

All suspensions and discharges and the reasons for same must be stated in writing to the employee(s) and the Union at the time of the disciplinary action.

ARTICLE 8 GRIEVANCE PROCEDURES

A. The purpose of this procedure is to provide an orderly method for the resolution of grievances. A determined effort shall be made to settle any such difference at the lowest possible level in the grievance procedure; and there shall be no suspension of work or interference with the operations of the Town.

B. For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.

C. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. The

employee and/or the Union may submit the grievance to the next step in the procedure if the Town fails to reply within the specified time limits.

D. An individual member of the bargaining unit may present an oral grievance to the Town without the intervention of the exclusive representative. Until a grievance is reduced to writing, the Union shall be excluded from a hearing if the employee so requests; but any resolution of the grievance shall not be inconsistent with the terms of this Agreement.

E. For the purposes of this article only, a working day is any normal workday, other than town-recognized holidays, during a Monday through Friday workweek.

F. Steps in the Grievance Procedure:

Step 1: Any employee who has a grievance shall submit it first in writing on the prescribed form, to the employee's non-unit Supervisor. A written grievance must be filed within seven (7) working days of the event or the date on which the employee first became aware or should have been aware of the event. The grievance must: a) specify the person allegedly causing the grievance; b) the time and place of the action being grieved; c) the nature of the grievance; d) the language or section of this Agreement which has allegedly been violated or misapplied; e) the specific injury or loss which is claimed; f) the remedy sought. The Director of Public Works shall hold a hearing within seven (7) working days of the receipt of the written grievance and shall render a decision within seven (7) working days following the date of the hearing.

Step 2: If the grievance is not resolved to the grievant's satisfaction at Step 1, a written appeal may be filed within seven (7) working days of the Step 1 decision, with the Town Manager. All documentation presented at Step 1, along with the Step 1 decision shall accompany the appeal to the Town Manager. The Town Manager shall hold a hearing within seven (7) working days of the receipt of the appeal from Step 1 and shall render a written decision within seven (7) working days thereafter.

Extension of time for the filing, hearing or the rendering of decisions may be extended by mutual consent of the Town and the aggrieved party. Time limits above shall automatically be extended in time increments equal to time in which the principals are unavailable to hear such appeals due to illness or vacation.

Step 3: If the decision of the Town Manager does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing that the Union notify the Town of such request within seven (7) working days following the issuance of the Step 2 decision. The following procedure shall be used to secure the services of an arbitrator.

A) The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within seven (7) working days following the date the request for arbitration was received by the Town, the Public Employee Labor Relations

Board will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.

B) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within seven (7) working days, they shall request that a second roster be prepared by the PELRB.

C) If the parties are unable to determine an acceptable arbitrator, within seven (7) working days of the receipt of the second roster, either party may request that the PELRB select the name of an arbitrator who will hear the pending appeal.

D) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this agreement. The arbitrator may award a "make whole" recommendation, but may apply no penalty assessments.

E) The decision of the arbitrator shall be final and binding on all parties involved.

F) The cost of arbitration services, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be born equally by the parties. Any other expenses shall be paid by the party incurring the same.

G) It is expressly understood that either party may initiate informal action with the other to resolve the grievance prior to going to Step 3. This may take the form of a pre-arbitration panel; the form and composition of which will be determined by mutual consent of both parties. The parties shall submit to each other and the arbitrator a list of all witnesses to be called in the event of an arbitration hearing no less than twenty-four (24) hours in advance of the scheduled hearing date. Should the Town for any reason decide to reconsider the grievance for any reason at the Step 3 level, the Union shall be available for the proceedings.

ARTICLE 9 SAFETY AND HEALTH

The Town shall have the right to make regulations governing the safety and health of its employees. Employees shall comply with all safety rules and regulations established by the Town. Representatives of the Town and the Union shall meet as needed at the request of either party to discuss such regulations and any other safety or health issues. The parties shall endeavor to provide and maintain safe-working conditions within mutually acknowledged safety limitations connected with the work the employee does.

The Town will provide each member of the bargaining unit up to $475 per year in a clothing reimbursement allowance with those items which are considered to be safety items or not for general wear in public to be reimbursed at 100%; those items which are considered for general wear in public are subject to taxation by the IRS. The intent of this agreement is to provide a neat

and clean appearance for the employees of the Town. The clothing allowance will be used to purchase and repair the articles of clothing set forth below:

Boots: Boots may be rubber bottom with leather tops, either Sorrell or a good quality boot, and MUST have a steel toe insert.

Pants: Jeans will be Lee/Levi/Wrangler style and black or blue in color. A poplin twill pant of the following color may be purchased: blue, black, brown, tan or gray. Short pants may be worn in the summer season (May –September) and color and style must be conform with the guideline for pants as outlined above.

Shirts: Shirts may be short or long sleeved and the color will complement the work pant. T-shirts may be worn and they shall also complement the work pant. The employee's name and Jaffrey DPW SHALL appear on the shirt. Shirts or t-shirts shall be worn during the normal working hours with name and Jaffrey DPW on them.

Other clothes that may be purchased:
Thermal Underwear
Turtlenecks
Undergarments
Sweaters
Quilted/Flannel Shirts
Thermal socks
Socks
T-shirts
Winter or summer hats
Insulated vest
Jackets

It is the understanding of the Town and the Union that the funds available for clothing reimbursement will be consistent with the above guidelines. An ANSI Class 3 vest (107-2010) will be supplied by the Town to all bargaining unit members and will be worn whenever appropriate. Routine wearing of high visibility bright florescent clothing in the work place is encouraged. ANSI class 2 or 3 shirts, sweatshirts, jackets, etc... may be worn in place of or addition to the Town supplied vest and are eligible for reimbursement under the clothing allowance provision.

ARTICLE 10 SENIORITY, APPOINTMENTS, PROMOTIONS & TRANSFERS

Accrual:

For purposes of vacations and other benefits, an employee's seniority shall be equal to the employee's years of service or employment with the Town in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified below.

Ability to Perform Work:

Ability to perform the job or work as used in this article means the employee is capable of performing the work of the job in a satisfactory manner subject to concurrence by the Department Head or Division Foreman.

Termination of Seniority:

Seniority for all purposes shall be terminated for any of the following reasons:

A. Voluntary Quit.

B. Discharge for just cause.

C. Failure to report for work in accordance with the provisions of a recall notice.

D. Absence from work without proper notice to the Town as prescribed herein.

E. Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident after exhaustion of accrued sick leave.

F. Retirement.

Employees Entering Bargaining Unit:

All employees entering the bargaining unit covered by this Agreement from any other department of the Town will serve an introductory period of six (6) months and will be considered as new employees.

Seniority List:

The Town shall establish and post a seniority list once each year in January. The seniority list will contain both classification and department seniority for each eligible employee. The employee with the greatest seniority shall be listed first. Any objections to the seniority list, as posted or amended, must be reported to the Department Head or Division Foreman within fourteen (14) calendar days from the date of posting or amendment or it shall stand as accepted and shall take full force and effect. The local Union representative (town employee) shall inform AFSCME of any changes in the seniority list.

Application of Seniority (layoff& recall):

The Town shall give notice to the Union at least thirty (30) days in advance prior to any lay-off. With respect to layoff and recall continuous service will be applicable providing the employee is

capable of performing the work in a satisfactory manner. Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain his seniority for twelve (12) months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the Department Head or Division Foreman within three (3) business days after receiving notice of recall of the employee's intention to return to work. The Town shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Department Head or Division Foreman with the employee's latest mailing address. In any event, the employee must return to work within ten (10) calendar days of the receipt of a recall notice.

Appointments, Promotions and Transfers:

1. The Town reserves the right to make all appointments, promotions and transfers on the basis of qualifications and seniority. Qualifications being equal, seniority shall prevail.

2. Jobs to be filled through appointments, promotion or transfer shall be posted on department bulletin boards in which the vacancy occurs for a period of five (5) calendar days.

3. Whenever possible, promotions shall be made from the ranks of qualified regular employees on the basis of merit who are employed by the Department. Any employee who has applied for a position will be notified, in writing, of the selection decision within seven (7) working days.

4. Job posting shall include job specification (where applicable), rate of pay, job location, and also if it is a regular position.

5. The above procedure shall be followed in all department promotions and transfers for permanent employees.

6. An employee who is selected for promotion or transfer to a higher-level position shall be placed in an introductory status not to exceed thirty (30) days. During this time, the employee shall be periodically evaluated to determine if the employee is performing satisfactorily. If an employee is not found to be performing the higher level duties satisfactorily, then the employee shall be permitted to return to the employee's previous position, reduced in status to the same classification, pay grade, and/or pay step as the employee had previously held prior to the promotion for as long as the position remains vacant.

Non-Application of Seniority Rights within Classification:

Seniority does not give employees any preference for particular types of work within their job classification, department, places of work or equipment.

Introductory Period:

The first six (6) months (180 days) of employment shall be considered a trial period to permit the Town to determine a new employee's fitness and adaptability for the work required. All persons in an initial introductory status are excluded from coverage of this agreement until the person becomes a permanent employee upon successful completion of the six (6) month introductory period. This article shall apply to all persons who are rehired after loss of seniority. In the event that the person gained the position as the result of a rehire, the employee shall be governed by the provisions of persons who are rehired after loss of seniority. In the event that the person gained the position as the result of a promotion, the provisions of this Agreement shall govern the employee. During the initial introductory period, the introductory employee may be discharged at the sole discretion of the Town and neither the reason nor the discharge may be the subject of grievance.

Reduction of Hours:

Should the Town determine that it is necessary to reduce an employee's hours, the affected employee will receive written notice of this intended action thirty (30) days prior to the effective date of such action.

Employee Evaluations:

Each employee shall undergo an annual review process. An employee's performance and achievements will be reviewed by the Public Works Director or his designee. The Director will then make the recommendations to the Town Manager for advancement within the employee's grade and/or step. During the month of January, an employee shall be evaluated. Employees shall be evaluated prior to their anniversary date, which requires that the employees complete their self-assessment no later than 45 days prior to their anniversary date. In the event that an evaluation is not completed by an employee's anniversary date, the employee shall receive the step on their anniversary date.

Employees shall not be evaluated in areas for which they have not been trained or are not requirements of the job.

After the employee's evaluation has been completed, the employee and the evaluator shall meet to discuss the evaluation. The employee shall have the opportunity to add their comments to the evaluation form before the end of the evaluation session.

The Public Works Director is responsible to ensure the evaluation process has been administered fairly and equitably and shall review all evaluations.

Step increases, which are predicated upon a successful evaluation, are granted on the employee's anniversary of appointment to their current position. Step increases will be withheld for employees who have not received a positive evaluation.

The Town and the Union agree that any step increases, based only upon an employee's performance or achievement of goals previously agreed, will not be in replacement of any cost of living adjustments offered by the Town.

ARTICLE 11 NORMAL WORKWEEK AND WORKDAY

A. Except as provided elsewhere in this Agreement, the normal workweek shall consist of forty (40) hours per Departmental Calendar week and such additional time as may, from time to time, be required in the judgment of the Town to serve the citizens of the Town. The normal workweek shall consist of five (5) eight (8) hour workdays in a Departmental Calendar week which may be interrupted by unpaid lunch periods.

B. Department rules shall establish the normal work week and work shifts. An employee's regular work week or shifts and regular days off shall not be changed to avoid the payment of overtime with the exception of employees assigned to hydrant flushing. The Town may alter the regular work schedule of employees assigned to the biannual hydrant flushing so that the employees are performing the work during a temporarily established straight time work schedule. Employees working an altered work schedule to perform hydrant flushing duties shall receive two dollars ($2.00) per hour in addition to the employees' regular straight time hourly pay for all hours worked on the altered schedule.

C. Water and Wastewater employees assigned to weekend duty shall receive additional compensation of forty dollars ($40.00) for each weekend day (Saturday and/or Sunday) worked. Said forty dollars ($40.00) shall be in compensation for required work up to four (4) hours on a weekend day. Employees assigned weekend duty shall work their normal workweek (Monday -Friday) with hours adjusted to include up to four (4) hours worked on Saturday or Sunday as part of the employee's normal forty (40) hour workweek. Hours worked in addition to four (4) hours on Saturday or Sunday shall be subject to the overtime provisions of Article 12.

D. There shall be one (1) twenty (20) minute morning break. Breaks shall be taken on or off the job site and at a time as determined by the Foreman in accordance with department project requirements. Lunch break will normally be taken from 12:00 noon to 12:30 p.m., department project requirements permitting. Any employee will be allowed to leave the job site at break time to clean up if the employee has been working in a contaminated substance. No additional time will be added to the break time to clean up.

ARTICLE 12 OVERTIME

Hours of work beyond the employee's normal workday of eight (8) hours, or workweek of forty (40) hours shall be considered as overtime. Overtime shall be based on actual hours worked, including worker's compensation, vacation, military leave, bereavement leave and holidays. Sick time shall not be considered as hours worked for purposes of overtime calculation.

Overtime shall be paid at one and one half the employee's regular straight time rate of pay. Extra work in a period of overtime should be equalized among the employees engaged in similar work, as far as practicable.

ARTICLE 13 CALL PAY

Permanent employees who are called back to work after the conclusion of their regular work day or during their scheduled day off, shall be paid a minimum of two (2) hours of service at the rate of one and one half times the employee's current straight time rate of pay. If the need for services is less than two (2) hours, the employee will be guaranteed two (2) hours pay at time and one half. If the employee is required to be called back more than once during a single two (2) hour period, the employee shall only be compensated for one call back period.

This section does not apply to scheduled overtime, work time annexed to the beginning of the work shift, or to holdover work time annexed to the end of the work shift.

Employees placed in the status of being "On Call" shall remain available to be called into work for any purpose as determined by the Department's Director or Division Foreman. Those employees placed in an "On call" status shall be provided with a pager and are free to move about within the effective range of the pager provided that they can report to the Town Highway garages within thirty (30) minutes of receiving a page. Employees who are placed "On Call" shall receive forty-five dollars ($45.00) per week. For the purpose of this article, "On Call" periods shall include all non-work hours during any given week commencing Monday at the end of the work day (3:30 pm) through the following Monday until 7:00 am. When a holiday falls on a Monday, the duty period will be extended to 7:00 am the Tuesday immediately following the Monday holiday.

If an employee who is on call does not respond to a call, the employee shall forfeit the on-call pay for that week.

ARTICLE 14 WORKING ABOVE CLASSIFICATION

When an employee covered by this Agreement is assigned to work at a job classification for wages higher than the employee's regular job for more than one (1) day, the employee's wages

in that classification shall be the same as if the employee had been promoted. This Section is not applicable to emergency situations. This Section is subject to the Grievance Procedure.

It must be understood that members receiving on-the-job training, in order to become qualified to perform competently in an out-of-title classification, shall not be eligible for out-of-title pay until declared as such or assigned to work as such by Management. Without this, the ability of both the Town to develop its employees and individual members to develop themselves would be greatly impaired.

ARTICLE 15 WAGES

Classification	Grade		
Laborer	II		
Utility Support Laborer/Operator in Training	VI		
Truck Driver I (0 -24 months)	VIII	Steps	1-4
Truck Driver 11(25-60 months)	VIII	Steps	5-7
Truck Driver III (61+ months)	VIII	Steps	8-10
Truck Driver/Equip Operator	X		
Equipment Operator	XI		
Mechanic	XII		
Working Foreman (Solid Waste)	VI		
Waste Water Plant Operator I	X		
Waste Water Division Foreman	XV		
Water Works Operator I	X		
Water Works Division Foreman	XV		
Solid Waste Facility Operator	IV		

Wage increases will be as follows for the term of this contract:

1/1/2014: All grades and steps in pay scale shall be increased 2.0% above 2013 levels.
1/1/2015: All grades and steps in pay scale shall be increased 2.0% above 2014 levels.

Wage adjustments are to be implemented in the following manner:

1) Adjustments to base pay for 2014 shall commence on the weekly payroll including the date of April 1 of each contract year following approval of the contract by voters at the Annual Town Meeting.
2) A lump-sum payment equal to the adjustment to base pay and overtime differential for 2014 for the time period Jan.1 up to the weekly payroll including the date of April 1 shall be made to eligible employees in the payroll period which includes April 1, 2014.
3) Adjustment to base pay for 2015 shall commence on the weekly payroll including the date of January 1, 2015.

For employees hired after 1/1/98, the step where an employee is placed within these grades will be determined by the Town Manager based upon the newly hired employee's experience, skills and education.

ARTICLE 16 HOLIDAYS

All permanent full time employees covered by this agreement shall be paid for the following named holidays:

New Year's Day (Jan 1st)
Presidents Day (3rd Mon/Feb)
Memorial Day (Last Mon/May)
Independence Day (Jul 4th)
Christmas Day (Dec 25th)
Labor Day (1st Mon/Sep)
Veterans Day (Nov 11th)
Thanksgiving Day (4th Thu/Nov & Day After)

In addition to the above listed holidays, employees will be paid for two "Floater Holidays". One of those days will be earned on January 1st and the other will be earned on July 1st. If the "floaters" are not used by December 31st of any given year they will be forfeited.

Employees shall be eligible for holiday pay for the dates noted above which shall be computed at the ***employee's*** regular straight time hourly rate for the number of hours for which they are normally scheduled to work up to a maximum of eight (8) hours. Employees called in to work on a holiday will be paid for a minimum of two (2) hours at the rate of double their straight time rate of pay. This pay will be in addition to employee's normal holiday pay.

If and when a bonus holiday (a day off not included in the above list) is declared by the Town, employees shall receive the day off. However, in the event employees are called in to work on a bonus holiday, overtime shall be calculated as described under Article 12.

Employees shall agree to maintain a work schedule to allow the Transfer Station to be kept open before/during/after a holiday (with the exception of New Year's Day, 4th of July, Thanksgiving Day and Christmas Day) in order to retain its normal schedule. Employees who agree to work on these days (day before/during/after a holiday in order to keep the Transfer Station open) shall receive time off at the rate of one and one-half hours for each hour worked on these days. The

time off earned shall be allowed to be carried forward from one year to the next. No overtime will be paid by the Town to an employee under these circumstances unless an employee works more than 8 hours as provided under Article 12. In that event, the employee would receive overtime pay at a double time rate. Overtime pay would be only for the hours worked over 8.

ARTICLE 17 VACATIONS

Permanent full time employees shall accrue and be allowed to use paid vacation time in accordance with the following schedule:

Vacation Accrual Table

Initial eligibility: Entering 4th month7 days (56 hours), accrued at the rate of 6.2222 hours/month

1st anniversary:	10 days, (80hours) accrued at the rate of 6.6667 hours/month
3rd anniversary:	12 days, (96hours) accrued at the rate of 8.0 hours/month
5th anniversary:	15 days, (120 hours) accrued at the rate of 10.0 hours/month
10th anniversary:	20 days, (160 hours) accrued at the rate of 13.3333 hours/month
15th anniversary:	22 days, (176 hours) accrued at the rate of 14.6667 hours/month
20th anniversary:	25 days, (200 hours) accrued at the rate of 16.6667 hours/month

Introductory employees may accrue but will not be permitted to utilize vacation leave according to the schedule above. Introductory employees will not be permitted to use their accrued vacation leave during the first six (6) months of employment.

Annual vacation leave may be taken at one time or several days at a time with the consent of the Department Head or Division Foreman. Generally, vacation accrual is not transferable from one calendar year to the next. However, employees may with the express written permission of the Town Manager, carry over up to 40 hours of vacation leave to a subsequent calendar year.

Vacation Procedure - The Department Head or Division Foreman will determine the annual vacation schedule taking into consideration the best interest of the town and the particular needs of the Department as well as the desires of the individual employee.

Vacation schedules will be the responsibility of the Department Head and Division Foreman. Employees must make written application to the Department Head or Division Foreman for vacation time off. Requests should specify first, second and third choices. In the event that more

employees apply for the same period of time off that can be spared, seniority shall prevail. Each employee shall be given a written response to his/her leave request. Approved vacation time off will not thereafter be canceled or changed without the mutual consent of the Town and the employee.

An employee, who desires vacation pay before going on vacation, should notify the Department Head or Division Foreman at least ten (10) days prior to the employee's last working day.

Upon termination of employment with the Town, the employee shall receive full compensation for all unused accumulated annual leave. Said leave shall be paid at the employee's regular straight time base rate of pay at the time of termination. In the event of an employee's death, any unused vacation shall be paid to that employee's estate.

ARTICLE 18 SICK LEAVE

Sick leave is considered to be an emergency fringe benefit used only as needed. All permanent employees shall accrue sick leave at the rate equivalent to one day per month for each completed month of service from the date of introductory appointment. For the purpose of this section, one day shall equal eight (8) hours. Employees hired after the 20th of the month will not accrue sick leave for that month. Sick leave may accrue to a maximum of thirty (30) days.

Employees shall be entitled to sick leave from the date of introductory appointment. Time lost by reason of leave of absence without pay, or time otherwise not paid for shall not be considered in computing earned allowances of leave.

In order to be paid for sick leave an employee must notify the Department Head or the Division Foreman of the employee's absence within one (1) hour prior to normal office hour, unless physically unable. Failure to do so will result in the forfeiture of sick leave pay.

Illness for which sick leave is granted is defined as actual personal illness or bodily injury. Sick Leave may be used for the purpose of medical or dental appointments by employees and to bring dependents of the employees to such appointments. Sick leave may also be taken by an employee to provide care for an immediate family member as defined in Article 19. The Town reserves the right to request a doctor's statement for any time lost due to illness (if less than three (3) days, the Town will pay any fees incurred in acquiring a doctor's note).

An employee returning from sick leave, which exceeds three (3) consecutive work days, must provide a doctor's statement certifying that the employee's health is good enough to return to the employee's normal duties.

Sick leave will be paid at the employee's base rate of pay. Upon completion of ten consecutive years of employment or as a DPW employee with the Town of Jaffrey and upon the employee's formal retirement through application to the NH Retirement System, which the employee shall demonstrate to the Town, the Town shall make payment to the employee in the employee's final

pay period an amount equal to 75% of the employee's sick leave balance at the employee's regular rate of pay.

It is agreed that there are times when employees who have exhausted their own sick leave may need additional time away from work to return to health. To promote this belief the parties agree to establish a Sick Leave Bank.

Once the donation is made, it becomes part of the bank and the employee is no longer able to use those hours, unless he/she is eligible to get them from the bank. To be eligible to the following conditions must be satisfied:

a. The employee is suffering from a serious health condition as defined under the Family Medical Leave Act.

b. The employee has exhausted all their accrued leave and has previously contributed time to the bank

c. The employee has provided a doctor's certification of the medical condition for which the leave is being requested to the Sick Leave Bank Committee.

   The Sick Leave Bank Committee shall consist of a union member, a member of management, and neutral third party volunteer, who is selected by the town and the union. Upon review of the employee's request, the Sick Leave Bank Committee shall determine eligibility as well as how much leave will be donated to the employee.

d. The qualified employee may use up to 30 days of leave per calendar year during the length of the agreement (January 1, 2014-December 31, 2015). However, if the need for more time arises; the Sick Leave Bank Committee may authorize additional time if it is available.

e. Donations of sick leave to this bank may be asked of employees if another employee is suffering from a serious health condition and the sick leave bank has less than ten (10) or fewer days. Donations of sick time to the Sick Leave Bank shall be voluntary.

f. The Town and Union shall keep duplicate records for all time donated to the bank as well as time used.

g. Donation of up to 16 hours of time to the sick bank in a calendar year will not be construed as use of sick time for calculation of "Bonus Day" for 6 months unused sick time.

h. Any employee deciding to participate in the Sick Leave Bank shall donate an amount as determined by the union during the first pay period in May for each year of this Agreement.

The Town will provide worker's compensation coverage for all employees covered by this Agreement as prescribed by State Statute. Only injury leave, which is paid by the Town, will be deducted from the employees' sick leave. All leave charged to workers compensation will not be charged to sick leave.

Employees who do not use sick leave during a six-month period (January 1 - June 30 and July 1 - December 31) will earn a "bonus day"*(*added to vacation accrual*)*, which will be taken, with the Department Head's or Division Foreman's approval, in the six-month period immediately following the period in which it was earned.

ARTICLE 19 MILITARY LEAVE ANNUAL TRAINING

An employee with one or more year's seniority who is called to and performs short term active duty including annual active duty for training as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided herein for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence.

In order to receive payment under this paragraph an employee must give the Town prior notice of such military duty and upon the employee's return to work, furnish the Town with a statement of the military pay received for performing such duty. Payment is limited to a maximum of ten (10) working days in a calendar year and will amount to the difference between the employees' straight time rate for an eight (8) hour day and that received for the same period as military compensation. Military leave shall not be deducted from annual vacation.

ARTICLE 20 BEREAVEMENT LEAVE

Bereavement leave with pay shall be granted when a death occurs in a permanent full time employee's immediate family (spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grand child, step-parent, or a blood relative or ward residing in the same house). Such leave will be granted up to a period of five (5) consecutive work days. Sick leave may be used in conjunction with bereavement leave up to five (5) consecutive days after the bereavement leave has been exhausted.

Special leave of one (1) working day with pay shall be granted to employees for the purpose of attending the funeral in the event of the death of the employee's aunt or uncle.

ARTICLE 21 RETIREMENT

The Town participates in the New Hampshire Retirement System (NHRS). All employees hired after 10/1/2004 are required to participate in the NHRS. Employees hired before that date have the option to join the NHRS at any time. If an employee chooses not to join, the Town will pay, in lieu of their retirement benefit, the current employer contribution as mandated by the NHRS, to the employee in the form of a weekly stipend. Any employee has the option to participate in the ICMA-RC 457 plan as offered through the Town. The Town does not provide any additional benefit beyond the employer's contribution to the NHRS for those who participate in it, or the payment in lieu of the employer's contribution paid directly to the employee.

ARTICLE 22 HEALTH INSURANCE

The Town shall afford all permanent full time employees covered by this agreement, participation in the Town's health insurance plan. The plan, provided by Cigna HMO (School Care), will be provided with a co-payment with the Town paying 80% of the premium for a single, double or family plan and the employee paying the remaining 20%.

The Town shall provide an Eye Care Benefit to all eligible employees based on the following:

Employees enrolled in the single person health insurance plan up to $300 for eye care;
Employees enrolled in the 2 person health insurance plan up to $400 for eye care;
Employees enrolled in the family health insurance plan up to $600 for eye care. Employees who opt out of the Town's health insurance plans shall be considered a single person for the above-referenced eye care benefit. If an employee's glasses are damaged or destroyed while performing duties for the Town, the Town shall cover the cost of repair or replacement of the employee's glasses.

Employees who require prescription safety glasses to perform their duties shall have those glasses paid for by the Town. In this instance the employee is not eligible for this benefit but his family continues its eligibility.

The parties agree to reconvene prior to the end of this Agreement term to review the status of the Affordable Care Act and work collaboratively to address any impacts to either the employees or Town resulting from provisions of the Act.

ARTICLE 23 DENTAL INSURANCE

The Town shall afford all permanent full-time employees covered by this agreement participation in the Town's dental insurance plan. The plan, offered through the ~~NH Health~~ HealthTrustNH, and Northeast Delta Dental, will be provided to the employee

only with 100% of the premium paid, and *50%* paid by the Town of any dependent premium. As provided by the Health Insurance Trust and Delta Dental, the plan will be Option I, and is detailed in Appendix B of this agreement.

ARTICLE 24 DISABILITY INSURANCE

The Town shall afford all permanent full-time employees covered by this agreement, participation in the Town's short-term disability plan. The plan, offered through the HealthTrustNH will be provided to the employee only with 100% of the premium paid by the Town. The plan offers disability benefits in the event of a non-work related injury, and is detailed in Appendix C of this agreement.

ARTICLE 25 LIFE INSURANCE

The Town shall continue to provide a Life Insurance policy based upon the employee's current annual income for all employees covered by this Agreement. In addition, the employee may have the option to buy additional Life Insurance provided by the Town, up to three (3) times the current value. Premiums for additional coverage will be the responsibility of the employee and may be deducted from their weekly pay.

ARTICLE 26 EDUCATION INCENTIVE

The Town of Jaffrey will provide to all permanent full time employees covered by this agreement 100% tuition reimbursement for college level course work (accredited) or required certification programs (Town/State). In order to qualify for this benefit, the course material/subject must be related to the employee's specific (public works) field or in some way enhance the employee's job skills. An employee, who wishes to obtain tuition incentive reimbursements, must submit course outlines to the Director for approval prior to their participation in the program.

Upon the satisfactory completion of the course, the employee shall submit evidence of attaining a passing grade of "C" or better for course work or the successful completion of certificate programs, along with a paid receipt for course tuition.

ARTICLE 27 ALCOHOLIC BEVERAGES & CONTROLLED SUBSTANCES

No employee, while receiving compensation from the Town of Jaffrey (including all work hours, breaks, meal hours, or while serving "on call" duty) shall consume or otherwise be under the influence of alcohol or any controlled substances. Upon reasonable suspicion that an employee is under the influence of alcohol or a controlled substance, the employee shall submit to drug and alcohol testing. Employees violating this article will be terminated.

ARTICLE 28 JURY DUTY

An employee who has completed the employee's introductory period who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the town an amount to the difference between the amount of wages the employee otherwise would have earned by working during straight-time hours for the Town on that day and the daily jury duty fee paid by the Court or agency (not including travel allowances or reimbursement of expenses), for each day on which the employee otherwise would have been scheduled to work for the Town.

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

ARTICLE 29 BULLETIN BOARDS

The Town shall provide space for five *(5)* bulletin boards (one in each division) for the posting of notices of the Town addressed to the employees and notices of the Union addressed to the members.

ARTICLE 30 SEPARABILITY

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

ARTICLE 31 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Town and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such contemplation may have existed of either or both parties at the time they negotiated or signed the Agreement. This Agreement may only be amended during its term by the written mutual consent of both parties.

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with the Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

ARTICLE 32 LABOR MANAGEMENT COMMITTEE

A Committee composed of three (3) members of the Union and three (3) representatives from the Town shall be formed to discuss mutual concerns of the parties. The Committee shall meet not later than ten (10) working days following a written request by the Chairperson of either side, accompanied by a proposed agenda, made to the Chairperson of the other side. Results from such Labor/Management discussions shall be advisory only and subject to ratification by both parties prior to implementation.

No reprisals shall be taken by either side against any individuals for statements made at such meetings.

ARTICLE 33 DURATION

This Agreement shall be in full force and effect from January 1, 2014 through December 31, 2015. If either party wishes to negotiate a successor agreement, they will provide written notice to the other by September 1, 2015.

FOR TOWN OF JAFFREY

David R. Caron, Town Manager
Date: 12/11/13

* Post items subject to Town Meeting approval.

Randall W. Heglin, DPW Director
Date: 12/5/2013

FOR AFSCME LOCAL 2973

Michael Blair, Staff Representative
Date:

James Price, Chapter Chair
Date:

Appendix A
Wages & Grade Categories

Appendix B
Dental Insurance

Appendix C
Disability Insurance

Appendix D
SICK LEAVE BANK REQUEST FORM

SICK LEAVE BANK REQUEST FORM

I, _____ REQUEST THAT I BE ALLOWED TO USE _____ DAYS FROM THE SICK LEAVE BANK. I HAVE INCLUDED A NOTE FROM MY DOCTOR INDICATING THE NEED FOR THE TIME REQUESTED.

I HAVE ALSO CHECKED WITH THE TOWN AND I HAVE ALREADY EXHAUSTED ALL MY ACCRUED LEAVE.

_____ _____
DATE NAME