

AGREEMENT BETWEEN
THE TOWN OF GILFORD, NEW HAMPSHIRE
and
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES (AFSCME) -
LOCAL 534

*ON BEHALF OF THE
TOWN OF GILFORD PUBLIC WORKS DEPARTMENT EMPLOYEES*

April 1, 2020 – December 31, 2022



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PREAMBLE

The purpose and intent of the Town of Gilford and AFSCME entering into this Agreement is to promote orderly and peaceful relations between the Town and the organized employees in the bargaining unit covered by this Agreement and to provide, on behalf of the citizens of Gilford, approved services in an effective and efficient manner.

ARTICLE 1

RECOGNITION

1.1 The Town of Gilford hereby recognizes that the Union is the sole and exclusive representative of all employees who are part of the recognized bargaining unit in accordance with PELRB Certification Case No. A-0583, as modified by decision # 2015-224 and decision # 2019-264. (Attached hereto as Appendix A)

1.2 Whenever used in this Agreement, the word "employee(s)" shall refer only to a person(s) actively and regularly engaged in the Town's work or enrolled on the regular payroll of the Town whose positions are included in the bargaining unit.

1.3 The following Town employees are excluded from the bargaining unit and are therefore not subject to the terms of this Agreement: Public Works Director, Deputy Director, Operations Manager, Highway Superintendent, Solid Waste Superintendent, Buildings & Ground Superintendent, Executive Secretary and all clerical and part-time employees.

ARTICLE 2

NON-DISCRIMINATION

2.1 The Town and the Union agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, sex, sexual orientation, marital status, age or physical handicaps except where age or physical condition are bonafide qualifications for employment.

2.2 The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership in the Union.

ARTICLE 3

UNION SECURITY

3.1 Upon presentation of a signed authorization card by the employee to the Town, the Town agrees to deduct the official dues of said Union from the wages of each employee covered by this Agreement on a weekly basis and pay the total amount of dues collected to Business Manager,

AFSCME Council 93, 8 Beacon Street, Boston, Massachusetts 02108 once a month, along with a statement indicating who has paid said dues.

3.2 The Union will keep the Town informed of the correct names and addresses of the Officers and Stewards of Local 534, AFSCME.

3.3 If employees have no check coming to them, or if their checks are not large enough to satisfy the dues, then no deduction will be made for them. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

3.4 Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union during the duration of this Agreement; provided, however, that an employee may, at his/her discretion and in writing, withdraw his/her membership from the Union anytime within thirty (30) working days prior to the anniversary date thereafter.

3.5 Any employee hired after March 31, 2005 who chooses not to join or not remain members of the Union must sign a statement to that effect. The employee shall also acknowledge and agree that if representation by the Union is requested by the employee, the employee will be required to pay for such services prior to any representational duties taking place as outlined in the Membership Rejection Statement.

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

3.7 The Union shall post notices on departmental bulletin boards thirty (30) calendar days prior to the anniversary date of the contract to advise employees of their option as provided in Section 3.4 and 3.5 of this Article.

ARTICLE 4

DEFINITIONS

4.1 *Probation:* A probationary period shall apply to all employees during the first six (6) months of the date of their original employment and from the date of promotion. Upon successful completion of probation, the Employee shall receive regular appointment to their designated position or classification. If deemed necessary by the Town, the probationary period from date of original employment may be extended for a maximum of three (3) additional months. In such cases, the Town shall provide training with goals and timetables for the employee to meet qualifications for regular appointment. During the initial probationary period, a new employee may be dismissed for any reason at the sole discretion of the Director of Public Works.

4.2 *Regular Full-Time Employees:* Employees who have successfully completed a probationary period and who are assigned to a regular workweek of at least forty (40) hours on a

year-round basis in accordance with the provisions of RSA 273-A:1,IX,(d).

4.3 *Temporary or Seasonal Employees:* Employees who are scheduled to work on a periodic basis for a predetermined length of time not to exceed one (1) year, or are otherwise hired to temporarily fill a pre-existing, vacant position. Temporary and seasonal employees are exempt from the provisions of this Agreement.

4.4 *Part-Time Employees:* Employees who are regularly scheduled to work less than forty (40) hours per week, whether or not they work on a year-round basis. Part-time employees are exempt from the provisions of this Agreement.

4.5 *Continuous Shift:* A period of work that begins upon arrival in the workplace and ends upon departure from the workplace, to include break times (whether paid or not) and may also extend from one day to the next if employees work past midnight.

ARTICLE 5

SENIORITY

5.1 There shall be three (3) types of seniority:

- (a) Town Seniority - the time an employee has been continuously employed by the Town.
- (b) Department Seniority - the time an employee has been continuously employed by the Department.
- (c) Classification Seniority - the time an employee has been continuously employed in a particular grade classification.

5.2 Town Seniority shall apply only for service related benefits for non-unit Town employees transferring to the Unit.

5.3 Department Seniority shall prevail in matters concerning layoffs and rehiring. Qualified and available permanent employees shall be reinstated before new employees are hired.

5.4 Department Seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in Article 6 of this Agreement.

5.5 No employee shall have the right to replace another employee in any classification by virtue of Department Seniority alone, except that, in the event of a permanent lack of work in any classification, those employees concerned in that classification shall be assigned to the next lower classification for which they are qualified and for which they have Department Seniority. Such employees will be reduced to the pay step in the lower pay grade resulting in the least loss of pay. Displaced employees in those lower classifications shall have the same rights of reassignment as referred to in this Section 5.3.

5.6 Upon receiving a promotion, an employee's name shall be entered at the bottom of that particular Classification Seniority list to which he/she has been promoted, regardless of his/her Town Seniority, and he/she shall be considered to be the junior employee in that classification regardless of Town Seniority of other employees already in that job, until such time as other promotions are made into this classification. New promotions shall be entered at the bottom of the particular Classification Seniority list concerned.

5.7 Until a newly hired employee has served an initial probationary period of six (6) months, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.

5.8 An employee shall not forfeit seniority during absences caused by:

- (a) Illness/injury of up to eighteen (18) months resulting in total temporary disability due to his/her regular work with the Department involved, certified to by an affidavit from Worker's Compensation carrier.
- (b) Non-work related illness/injury not the result of his/her misconduct, resulting in total temporary disability for which the employee is using accrued vacation and sick and such absence is certified to by a physician as may be required in accordance with the Town's Short Term/Long Term Disability provider and/or Family and Medical Leave Policy as set forth in the Town's Personnel Policies.

5.9 An employee shall lose his/her seniority for, but not limited to, the following reasons:

- (a) If an employee is on paid or unpaid leave other than as provided in 5.8,(a) above or unless otherwise approved at the sole discretion of the Town Administrator.
- (b) If an employee is discharged and if such discharge is not overruled by an appropriate authority.
- (c) If he/she resigns.

5.10 The employee's present Classification Seniority, as of the effective date of this Agreement, shall be the only type of seniority considered for the purpose of establishing the Classification Seniority System called for in this Article. This Classification Seniority must have been continuous in nature to merit consideration under this Section.

5.11 The preparation and maintenance of the Town and Classification Seniority Lists shall be part of this Agreement. The Town, Classification and Department Seniority lists are to be drawn up and posted once a year in April on the Union bulletin boards. Disagreement with the list shall be processed within twenty (20) work days of posting or the list shall stand as approved.

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ARTICLE 6

PROMOTIONS & TRANSFERS

- 6.1 Vacancies and promotions shall be filled by the most qualified applicant as determined by the Town; however, if qualifications are considered equal then seniority shall be the determining factor. The Town will make every effort to promote qualified employees from within the bargaining unit.
- 6.2 Notices for job vacancies for positions in the bargaining unit to be filled through a hiring or promotion process shall be submitted to the Union for posting on the Union bulletin boards for a period of at least ten (10) working days.
- 6.3 Vacancies in management positions which are excluded from the bargaining unit shall be submitted to the Union for posting on the Union bulletin boards, provided, however, that appointment to these positions shall not be subject to the grievance procedure of this Contract. In addition, employees who accept a promotion or voluntarily transfer to a position that is not covered under this Agreement shall cease being entitled to the benefits and other conditions of employment as set forth herein, except as otherwise set forth herein.
- 6.4 Whenever possible, the Town shall accommodate requests from existing employees for lateral transfers or voluntary demotions at the sole discretion of the Board of Selectmen, provided that no bargaining unit employees shall be involuntarily displaced or suffer from any changes in their Classification Seniority. The Town shall notify the Union in writing when such accommodations are approved; however the Town has no obligation to provide the Union with advance notice of vacancies for seasonal or temporary positions.
- 6.5 The Town reserves the exclusive right to make determinations on all hiring decisions, however, an employee who applied for and was not selected for promotion or transfer to a position that is part of the bargaining unit on the belief that he/she was equally qualified and has more Department Seniority than the candidate chosen may utilize the grievance procedures contained herein.
- 6.6 Job posting(s) shall include a description of duties to be performed, rate of pay, job location, hours of work and also if the job is included in the bargaining unit.
- 6.7 An employee who meets the minimum qualifications and is promoted to a higher level position shall be placed in a probationary status not to exceed six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not able to satisfactorily perform the higher level duties or desires to return to his/her former position then he/she shall be reduced in status to the same classification, pay grade and pay step he/she had obtained or would have been entitled had he/she not accepted the promotion prior to promotion.
- 6.8 The Town reserves the right to make lateral transfers and re-assign roles or duties within the bargaining unit at the same pay grade classification at its sole discretion, provided there is no

reduction in base pay rate.

6.9 Employees who are promoted to another position within the bargaining unit shall be entitled to a minimum five percent (5%) pay increase or the equivalent step or proportion thereof for the pay grade applicable to the new position, whichever is higher.

ARTICLE 7

WAGES

7.1 Pay Plan

All employees whose positions are subject to this Agreement shall be paid an hourly wage pursuant to the pay classification plan attached hereto as Appendix B. Said plan shall be in effect as of the first pay period in April 2020. It shall be understood that the plan shall serve only as a guide for the placement of new employees as set forth in Section 7.3.

7.2 Wage Rates

Current employees (as of the date this Agreement is ratified by the parties) shall be assigned an employee classification and a specific pay rate in accordance with the pay classification plan referenced herein effective during the first pay period in April 2020 pursuant to the wage schedule attached hereto as Appendix C.

7.3 Initial Pay Rates

For new employees hired after the date this Agreement is ratified, the Town reserves the right to assign the initial pay rate (step) based on experience and qualifications and the availability of budgeted funds as determined solely by the Board of Selectmen. However, any existing employee in the same pay grade with similar (or greater) qualifications and experience may utilize the provisions of Section 7.5 below, to seek a step reclassification.

7.4 Merit Pay Increases - (SEE APPENDIX D)

7.5 Extraneous Pay Rate Adjustments

The Union may submit written requests to the Board of Selectmen to increase an employee's step classification or reclassify an employee's job title (upward but not downward) for good cause. In addition, the Union may request the Board of Selectmen approve a step adjustment (upward, but not downward) for any employee whose compensation rate is at least ten percent (10%) lower than a compilation of comparable employees from other municipalities in Belknap County. The Selectmen may request the Union provide such justification as they deem necessary to render a decision at their sole discretion.

7.6 Temporary Service Out of Rank

A unit employee who performs the duties of a higher rank for a period of one week or more upon authorization of the Department Manager, shall be paid an additional five percent (5%) of his/her wages while performing such duties. Assignments for such duties shall be at the discretion of the Town, taking into account seniority and qualifications. However, it shall be understood that nothing in this Agreement shall be construed to prevent or limit the ability of supervisors from performing the duties of subordinates whenever necessary upon the direction of the Director of Public Works (or his/her designee).

7.7 Heroic or Meritorious Effort Pay

The Board of Selectmen, upon recommendation of the Town Administrator and Department Manager, may award an employee an extra day's pay for an exceptionally heroic or meritorious performance of duty, not to exceed five hundred dollars (\$500) or three (3) days pay, to any one employee in a year.

ARTICLE 8

HOURS OF WORK AND OVERTIME

8.1. The normal work week for regular full-time bargaining unit employees of the Department of Public Works shall be 40 hours per week, Monday through Friday, except for the Division of Solid Waste who shall work 40 hours per week, Tuesday through Saturday. Employees who work for multiple divisions shall be assigned to work either M-F or Tu-Sa. Regular work schedules shall be established for each employee by the Board of Selectmen, provided, however, that employees shall be notified of any changes to their work schedule at least two (2) weeks in advance, except in the event of unanticipated emergencies or unless such changes are made to accommodate requests from employees. The parties agree that employees assigned to the Highway Division, Sewer Division and Vehicle Maintenance Division shall work from 6am until 2:30pm, (with a one-half hour unpaid lunch), from the first Monday in June until the last Friday in August, provided, however, the Board of Selectmen may suspend the summer hours at any time under extenuating circumstances.

8.2 All time worked in excess of eight (8) hours per day or continuous shift shall be paid at the rate of time and one-half. The use of paid or unpaid leave time shall not count as hours worked for overtime purposes.

8.3 The assignment of overtime work shall be as follows:

(A) Rotating Seniority List

The DPW Director shall maintain a list of all DPW personnel eligible to work overtime that is ranked on the basis of seniority – see Section 5.1 (a). Selection of names for overtime assignments from the list shall be on a rotating basis (from top to bottom and then back to the top), provided the employee selected is qualified to do the work, as determined solely by the

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DPW Director, however, employees may be passed over for documented safety reasons as determined solely by the DPW Director, in which case that employee shall remain next on the list for a future overtime assignment.

(B) Shift Extensions

The DPW Director, (or his/her designee), may authorize employees to report to work early or continue to work beyond the end of a regular eight (8) hour work day in order to perform their customary duties on a specific project. Employees may decline such work, except in the event of an emergency as noted below, however, repeated (3 or more documented) refusals are likely to have an adverse effect on an employee's job performance evaluation. All such time shall count as hours worked towards overtime pay eligibility. The Town shall not be obligated to use the rotating seniority list for shift extensions, but instead shall rely on volunteers who are already at the worksite.

(C) Emergencies

All DPW employees shall be required to report to work after and/or beyond regular work hours whenever the DPW Director determines there is a need to engage in Town-wide snow removal operations during a storm, unless they are sick, incapacitated or otherwise excused by their supervisor due to extenuating circumstances. (NOTE: incapacitation due to intoxication shall be deemed an unexcused absence.) The same requirement shall also be in effect during severe non-snow weather events with a potential Town-wide impact.

In the event of an emergency other than Town-wide weather events, the DPW Director (or designee) shall utilize the rotating seniority list to offer overtime assignments, except as otherwise noted under the special circumstances as set forth below. The Town shall not be required to offer overtime assignments using the rotating seniority list if the work is able to be completed safely by one person in less than one (1) hour, in which case such work may be completed by a supervisor or the supervisor may forego the rotating schedule and assign the work to a qualified employee who can respond to the situation in the timeliest manner.

Employees who are called in to work an emergency outside of their regular shift shall be paid at a rate of time and one-half for all time actually worked, provided that any such work completed in less than two (2) hours shall receive a minimum of two (2) hours overtime pay and such time shall count as actual hours worked.

Employees who fail to report to work for emergency duty may be subject to disciplinary action, depending upon the circumstances. Repeated (3 or more documented) instances of unexcused overtime absences during emergencies may be cause for discharge.

An employee who fails to respond to a request to work overtime within ten (10) minutes of being notified, shall be deemed to have refused the assignment and the Town shall contact the next qualified person on the list. The non-responsive employee shall then be bypassed for future overtime assignments until their name comes back up on the rotating seniority list during the normal cycle process.

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(D) Scheduled Non-Emergencies

The Town shall request employee volunteers by means of an overtime sign-up sheet whenever overtime assignments are available that are scheduled at least twenty-four (24) hours in advance. (Overtime assignments that arise without a 24 hour notice shall be considered emergencies as noted above.) Overtime work assignments shall be made by the DPW Director (or designee) at least eight (8) hours prior to the start of the work to the greatest extent practical in accordance with the rotating seniority list from Section 8.3 (A) with preference given to employees that have signed up from within the division that normally performs the work.

(E) Special Circumstances

Solid Waste Center – preference for overtime assignments shall be given to employees who are certified by NH-DES as a Principal Operator (first priority) or Assistant Operator (second priority).

Sewer – preference for overtime assignments shall be given to employees who are certified by NH-DES as a sewer system operator and have been trained in the operation of Town equipment.

Vehicle Maintenance – preference for overtime assignments shall be given to employees with specialized training, certifications and equipment familiarity that are applicable to the specific repair needs.

Buildings & Grounds – weekend assignments for Glendale maintenance, flag adjustments and other duties shall be rotated every other week amongst full-time personnel to the greatest extent practical.

Traffic Control – only employees who have been certified as flaggers by NH-DOT or successfully completed a PRIMEX flagging training program shall be eligible for flagging overtime assignments.

Chain Saw – only employees who have successfully completed a chain saw training safety program approved by the Town shall be eligible for overtime assignments requiring the operation of a chain saw.

Truck Drivers – the Town shall decide what types of trucks are required for overtime assignments, in which case only CDL drivers shall be eligible for overtime assignments that require a 6 wheel dump truck with a GVW in excess of 26,001 lbs.

Equipment Operators – the Town shall decide what types of equipment are required for overtime assignments, in which case only employees who have previous experience operating such equipment shall be eligible for those overtime assignments; [see also the safety requirements noted in Section 8.3 (A)].

Supervision of Contractors/Subcontractors – the Town shall decide which employees are qualified to supervise after-hours work being performed by contractors and subcontractors; and the Town shall have no obligation to provide bargaining unit employees with overtime opportunities in the event that such work requires the exercise of managerial discretion, as determined solely by the DPW Director.

(F) Overtime Qualifications and Training

It shall be the exclusive prerogative of management to determine which employees are qualified by reason of classification, certification, licenses, past employment history, medical issues, impairments, and on-the-job training; however the overtime rotation shall not take into account which employees are more qualified than others. In addition, the Town shall, from time-to-time, offer employees an opportunity to voluntarily become qualified for the various overtime assignments that may become available.

8.4 The workday or workweek shall not be interrupted to avoid the payment of overtime. During storms, employees sent home early due to safety concerns as determined by the Department shall not lose any prospective overtime, provided that the employee is able to utilize leave pay to make up for time that is not worked, otherwise the time-off shall be unpaid. Employees who request time-off during their regular work shift for safety reasons due to extended work hours may be given up to sixty (60) minutes as a paid break after working at least twelve (12) consecutive hours or they may be allowed to leave work and utilize accumulated leave pay (or go without pay if no leave time is available) upon approval of the Director of Public Works (or his/her designee), which shall not be unreasonably denied.

8.5 At a minimum, employees shall be allowed a one-half (½) hour unpaid lunch break and two (2) paid ten (10) minute breaks; one occurring mid-way between the start of a shift and lunch break and one occurring generally mid-way between lunch and the end of a shift or one (1) twenty (20) minute break generally midway between the start of the shift and lunch.

8.6 The parties agree that it is in the best interests of the taxpayers of Gilford for the Town to assign work, vehicles and equipment without regard to supervisory status or strict adherence to employee classifications, provided, however, that bargaining unit employees shall be given equal opportunity to work all overtime assignments as otherwise set forth in this Agreement.

8.7 When the Town closes its offices and gives affected Town employees their regular pay for not being at work, all bargaining unit employees who are working will be paid at time and one-half for the period of time during regular business hours when the Town Hall offices were closed.

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ARTICLE 9

PERSONNEL FILES

9.1 Employee Access to Personnel Files

The rights of employees to access to their personnel file shall conform to RSA 275:56, provided, however; employees may only review these files during non-working hours. There shall be a charge of ten cents per page for copies of documents.

9.2 Personnel Records

Nothing that may be used against an employee shall be placed into the personnel file of an employee until the employee is given an opportunity to review it. The employee shall sign it acknowledging that the opportunity to review was given, but such signature shall not indicate agreement with it. Employees shall have the right to duplicate material in their personnel files, or any material which is placed in their files, at a cost of ten cents per page. Personnel files shall not include any unfounded complaints.

ARTICLE 10

HOLIDAYS

10.1 The following shall be considered as paid holidays for all bargaining unit employees:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Holiday

10.2 All work performed on a holiday shall be paid at the rate of time and one half (1 ½) over and above the regular hours paid for the holiday for all hours actually worked, except for work performed on New Year's Day, Thanksgiving, the day after Thanksgiving, and Christmas which shall be paid at double time.

10.3 A listing of holidays will be provided to the Union for posting on all Union bulletin boards.

10.4 Should any of the above holidays fall on a Saturday, the preceding Friday shall be considered the holiday. Should any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday. Employees who are not scheduled to work on a Monday holiday shall be eligible to receive an extra day's pay for the week in which the holiday occurs, or they can take another day off with pay upon approval of their supervisor, which shall

not be unreasonably denied.

10.5 Payment for the above holidays will be made only if an employee has worked the scheduled day prior to and the next scheduled workday after such holiday, except when an employee is authorized by the Director of Public Works to use vacation leave or when using sick leave upon irrefutable proof of a sudden illness.

10.6 Notwithstanding the provisions of Section 10.4, an employee shall normally receive eight (8) hours holiday pay for any day considered as a paid holiday provided that the employee is normally scheduled to work eight (8) hours on that day.

10.7 The floating holiday shall be on December 24 in the event that Christmas is on a Tuesday and it shall be on December 26 in the event that Christmas is on a Thursday, otherwise the floating holiday must be used at the employee's discretion during the calendar year upon one week's notice to the Department Manager, provided, however the Town may revoke the holiday in the event of a weather related emergency, in which case the employee may take some other day or request a day's pay.

ARTICLE 11

VACATION

11.1 Vacation is earned during the year and is accrued on a weekly basis for every completed work week according to the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Time Earned Per Week</u>
1-5	1.54 hours (up to 10 days per calendar year)
6-10	2.31 hours (up to 15 days per calendar year)
11-20	3.08 hours (up to 20 days per calendar year)
21+	3.85 hours (up to 25 days per calendar year)

[NOTE: time-off for unpaid leaves of absence after FMLA or unpaid suspensions shall not count as time worked for the purpose of calculating vacation leave earnings, but all other forms of leave shall constitute work time for the purposes of this Section.]

11.2 Employees shall receive one hundred percent (100%) of their accumulated vacation leave as part of their last paycheck upon separation, in the event of a voluntary resignation with at least two (2) weeks written notice, death of the employee, or involuntary separation for medical reasons. Employees who do not provide a minimum two (2) weeks written notice or are discharged for any reason (other than medical) shall forfeit unpaid vacation leave.

11.3 Each employee shall have the right to submit a written vacation request during the month of January for that calendar year to be approved by the Director of Public Works by February 15 in writing based on seniority and the staffing needs of the Department. Vacation schedules shall be determined by the Director of Public Works in accordance with Department requirements but he/she shall make all reasonable efforts to accommodate an-employee's request. Thereafter,

vacation requests shall be approved by the Director of Public Works in writing on a first-come, first-served basis, consistent with the needs of the business; however, the Town reserves the right to revoke a vacation at anytime in the event of an emergency if the employee is available to work.

11.4 Employees who wish to receive their vacation check(s) in advance must request them one (1) week in advance.

11.5 Regular full-time employees shall be required to take one (1) continuous week vacation per calendar year; employees shall also be allowed to take single day vacations.

11.6 Employees will be credited with vacation time earned during the initial probation period upon the successful completion of the probation period.

11.7 Employees will only be allowed to carry-over eighty (80) hours of unused vacation time from one fiscal year to the next. Employees who have utilized at least one (1) entire week of vacation pay may thereafter cash in any amount of unused accumulated vacation leave at a rate of fifty percent (50%). Unused vacation leave in excess of eighty (80) hours at the end of the year will be bought back at a rate of fifty percent (50%) payable with the last paycheck in the fiscal year at the pay rate in effect at that time, except in cases where a scheduled vacation leave request was canceled by the Town for public safety reasons, in which case the employee shall be paid for one hundred percent (100%) of that unused leave.

ARTICLE 12

SICK LEAVE

12.1 After completion of the initial probationary period, bargaining unit employees shall be eligible for sick leave use. Upon completion of the probationary period, an employee shall be credited with the appropriate number of sick leave days.

12.2 Each permanent employee shall earn sick leave with pay at the rate of one day of sick leave for each completed calendar month of service. Sick leave shall not be taken in advance of earning same.

[NOTE: Time-off for unpaid leaves of absence after FMLA or unpaid suspensions shall not count as time worked for the purpose of calculating sick leave earnings, but all other forms of leave shall constitute work time for the purposes of this Section.]

12.3 Unused Sick leave may be accumulated up to a maximum of twenty-four (24) work days.

12.4 An employee eligible for sick leave with pay may use sick leave for absences due to his/her illness or injury, dental appointments, physical examinations or prescribed treatment by a physician. The Department Manager shall require a doctor's certificate before approving Sick Leave with pay for a period or periods of absence of more than three (3) consecutive work days.

12.5 Absences for a fraction or part of a day that are chargeable to Sick Leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one quarter (1/4) hour.

12.6 During periods of absence for approved paid sick leave, the employee shall be entitled to full pay for such period at the regular rate of compensation, provided, however, that hourly employees shall be compensated on the basis of straight time pay not to exceed eight (8) hours per day (except when the employee is assigned to a four (4) day ten (10) hour work week in which case the employee shall receive ten (10) hours per day) and not to exceed forty (40) hours per week. No sick leave benefits shall be paid on the basis of time and one-half.

12.7 Upon severance of service with at least two weeks written notice, or in the event of an employee's death, an employee shall be compensated for unused sick leave days to his/her credit up to a maximum of twenty-four (24) days at the employee's current wage rate as follows:

- | | | |
|-----------------------------------|---|----------------|
| ▪ less than five (5) years | - | 0 |
| ▪ five (5) years - ten (10) years | - | one half (1/2) |
| ▪ over ten (10) years | - | 100% |

[NOTE: Employees who do not provide a minimum two (2) weeks written notice or are discharged for any reason (other than medical) shall forfeit unpaid sick leave.]

12.8 Sick leave may be used where there is serious illness in the employee's immediate family up to a maximum of four (4) days per year.

12.9 The Department Manager shall be notified within one (1) hour, except in cases of emergency, of the appointed time for the employee to enter duty, of any illness or injury which will prevent him/her from reporting to work.

12.10 The Town reserves the right to relieve employees from duty and place them on sick leave (to be paid if accumulated time is available) upon a determination that an employee is too sick to work safely or poses a risk of spreading a health condition to other employees. An employee who is aggrieved by this decision must provide the Town with a doctor's note indicating they are healthy enough to work and/or do not pose a threat of contaminating others, in which case the leave time shall be restored as if it were worked.

12.11 Catastrophic Sick Leave Donations

(A) Bargaining unit members may contribute accumulated sick days for the benefit of another bargaining unit member who has exhausted all leaves as a result of a catastrophic illness or injury. Donated days of sick leave will be debited from the member's accumulated sick leave account on an hourly basis. No individual member may contribute more than 20 days of sick leave per eligible catastrophic event.

(B) Participating members may be eligible to receive up to fifty (50) days of donated sick leave (at the employee's regular rate of pay) per event during the period of employment with the

Town of Gilford. The value of donated sick leave days shall be calculated at the recipient's regular rate of pay. Use of donated sick time shall not serve to change any existing conditions of employment or extend the member's tenure in position.

(C) In order to invoke this policy, a bargaining unit member must submit the following to the Town Administrator:

- (1) A written statement requesting authorization to receive or donate sick leave, including the commencement date.
- (2) A doctor's statement indicating the nature of the illness, if not previously submitted.
- (3) A doctor's statement indicating the current status of the illness must be provided at each twenty-five (25) day interval (if more than 25 days are donated/received).

(D) The recipient employee must have achieved the following:

- (1) Exhaustion of all available sick and annual leave.
- (2) Absence from work due to illness for at least five (5) consecutive days.

(E) The Town Administrator and at least two (2) members of the bargaining unit representation will review requests. The Town Administrator shall approve or disapprove the request within five (5) working days. The decision of the Town Administrator is final and not subject to the grievance procedure.

12.2 An employee's position shall be retained for up to twenty-six (26) weeks from the date of disability due to non-job related illness or injury. Any request for an extension beyond twenty-six (26) weeks must be handled as set forth in Section 13.5.

12.13 Employees who have accumulated the maximum amount of sick leave, (192 hours), may thereafter cash in unused accumulated sick leave at a rate of twenty-five percent (25%) [one hour of pay at straight time for four hours taken off the books]. Employees who are otherwise eligible for sick leave buy-back and have completed ten (10) years of regular full-time service to the Town shall be eligible to cash-in their sick leave at a rate of fifty percent (50%). Requests shall be submitted in writing to the DPW Director to be forwarded for approval by the Town Administrator (upon verification of eligibility).

ARTICLE 13

LEAVES

13.1 Jury Duty

Any employee called for jury duty shall be granted time off from work for the duration of the employee's jury service and shall receive the difference between their regular pay and their jury

pay, provided the employee presents an official statement of pay received. All benefits shall continue to accrue during such service. Employees excused from jury duty for a day or any portion thereof during their normal work schedule shall be required to report to their regular work assignment as soon as is reasonably possible after being excused.

13.2 Bereavement Leave

(A) Employees shall be granted up to three (3) days of paid bereavement leave upon the death of a spouse, significant other or member of the immediate family upon approval by the Town Administrator or the Director of Public Works. Immediate family shall include the following: (step) mother, (step) father, (step) son, (step) daughter, (step) brother, (step) sister, (step) grandmother, (step) grandfather, (step) grandchild, ward, or relative residing in the employee's home.

(B) Bereavement leave of up to one (1) day with pay shall be granted to an employee for the purpose of attending a funeral or memorial service in the event of death of a sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt, uncle or some other person under special circumstances as may be approved by the employee's Supervisor (either the Director of Public Works or Town Administrator).

(C) It shall be expressly understood that time off for bereavement leave is not automatically granted at the maximum amounts. The Director of Public Works (or the Town Administrator) shall have the authority to approve the actual amount of paid bereavement leave and the additional use of other forms of leave time, if necessary, depending upon the particular circumstances.

(D) The use of bereavement leave shall not be considered as hours worked for the purposes of determining overtime pay eligibility.

13.3 Military Leave

In situations where it is required that an employee fulfill a two-week annual military obligation, the Town agrees to pay the difference between the employee's regular salary and the base pay received from the military based on satisfactory evidence of such service and pay provided to the employee's immediate supervisor.

13.4 Involvement in Negotiations

Any employee who is acting in an official capacity as a member of a negotiating team of the Union during his/her scheduled working hours or conducting any grievance procedure will be granted leave without any loss of pay to conduct business.

13.5 Leave of Absence

Employees may be granted a leave of absence for up to six (6) months without pay in addition to any other leaves provided herein. The leave of absence must be approved by the Board of

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Selectmen, upon the recommendation of the Town Administrator and Director of Public Works. Terms and conditions of such leave or denial of such leave shall be at the sole discretion of the Board of Selectmen and shall not be grievable.

13.6 Maternity Leave

Absence of an employee for pregnancy, childbirth or related conditions shall be as provided in RSA 354-A:7, V, (c).

13.7 Family Medical Leave

Shall be in compliance with the provisions of the Town's Personnel Policies. When an employee is on a leave of absence which is a qualifying event for FMLA eligibility, the Town Administrator may designate such leave as FMLA upon written notification to the employee.

13.8 Personal Day

Employees shall be eligible for one day of paid personal leave (up to 8 hours) per calendar year upon forty-eight (48) hours notice to the Department Manager, whereby approval shall not be unreasonably denied.

ARTICLE 14

EDUCATION INCENTIVE

14.1 The following education reimbursement policy will apply to members of the bargaining unit covered by this Agreement:

(A) The Town agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program based upon the following standard: Payment of seventy-five percent (75%) of the cost of tuition and books provided the employee agrees to remain in Town employment for at least twelve (12) months following completion of the course, and successfully completes the course with a 2.0 GPA(c) or better of such courses. In the event an employee leaves prior to completion of the twelve (12) month period defined above he/she shall be responsible for a pro rata reimbursement to the Town for each incomplete quarter of employment during the relevant twelve (12) month period.

(B) Courses must be approved in advance by the Department Manager concerned as meeting the requirement that the course is related to the employee's job or is part of a career development program. Approval must be obtained through the Town for payment of the course. A procedure will be established to effectuate these payments.

(C) Approval for courses will be considered on the basis of relevancy of the course, number of employees applying and funds available.

(D) If a course is paid for in whole or in part through a Federal or State program then the Town will not reimburse for such amount, it being the intent of this Section to eliminate double payment for any course.

14.2 If the Town requires attendance at a training/educational program away from the job, the Town shall pay the entire cost of the program.

ARTICLE 15 INSURANCES

15.1 Health Insurance

The Town will provide unit employees with the ability to enroll in either a AB20IPDED with RX 10/20/45 (HMO) plan or a ABSOS20/40/1KDED with RX 10/20/45 (SOS) plan as offered through the New Hampshire Health Trust. The Town shall continue to pay ninety percent (90%) of the premiums. Employee contributions shall be on a pre-tax (per IRS Section 125) weekly payroll deduction basis. The Town may substitute these policies for comparable or better coverage upon consent of the Union.

[NOTE: Comparable or better coverage shall be defined as no increase in out-of-pocket employee expenses for prescriptions, deductibles and co-payments.]

15.2 Health Insurance Opt-Out Plan

If a bargaining unit employee has health insurance coverage that is not paid for by the Town, the Town shall pay that employee fifty percent (50%) of the premiums for the HMO plan offered based on the annual cost (July 1 – June 30) for a single plan. (In situations where two or more family members working for the Town are eligible for insurance coverage under the same policy, the Town shall only provide one policy per family and the other family member shall not be eligible for an opt-out payment.) Such payments shall be made as a weekly stipend equal to 1/52 of the total amount due. This stipend will be considered income for tax purposes but not for base wage, retirement or overtime pay calculations. To be eligible the employee must show proof of said coverage upon request of the Town. Employees who lose outside coverage due to divorce, death of a spouse or spouse's termination will be allowed back into the insurance plan paid for by the Town in accordance with the terms of the carrier, provided that such coverage is not retroactively applied.

15.3 Town Contribution Towards Deductibles

The Town shall reimburse employees who subscribe to its health insurance plans for up to fifty percent (50%), up to a maximum of \$300 per calendar year, for their out-of-pocket payments for insurance deductibles, office visit co-payments, prescriptions and other medical expenses that are recognized as being tax deductible by the IRS; (to include dental, vision, and durable goods).

15.4 Cadillac Tax

The parties agree to work cooperatively and to negotiate in good faith to avoid the imposition of all taxes, assessments, and/or other fees (hereafter "penalties") that may result from the implementation of the so-called "Cadillac tax" under the federal Affordable Care Act.

15.5 Dental Insurance

The Town shall provide unit employees with the ability to enroll in the Delta Dental Option 1 insurance plan. Employees may select single, two-person or family coverage, in accordance with the eligibility rules of the provider. The Town may substitute this policy for comparable or better coverage upon sixty (60) day written notification to the Union. The Town shall pay ninety-five percent (95%) of the premiums. Effective July 1, 2018, the Town shall pay ninety percent (90%) of the premiums.

15.6 Group Life and AD&D Insurance

The Town shall provide, for each regular full time employee, fully paid group life and accidental death & dismemberment insurance in an amount equal to (1.65) time annual base salary, up to a maximum of \$100,000 to be reduced by 35% at age 65 and 50% at age 70, but not in excess of the policy limits it may be able to procure in the group marketplace.

15.7 Disability Insurance

The Town will provide disability insurance to all regular full-time employees:

(A) For non-work related accidents, Short Term Disability coverage will commence on the first day following the accident and continue for 26 weeks, at 50% of weekly salary to a maximum of \$500.00 per week. After 180 days of disability, Long Term Disability coverage shall be altered to 50% of base monthly earnings to a maximum of \$2,000 per month subject to the following duration provisions:

" Age at Disability Less than 60	Paid to Age 65 but not Less than 5 Years
" Age at Disability 60 to 64	Paid to 5 Years
" Age at Disability 65 to 90	Paid to Age 70 but not Less than 1 Year
" Age at Disability 70 and Over	Paid for 1 Year

(B) For illnesses, Short Term Disability coverage shall commence on the eighth day of the illness and continue for 26 weeks, at 50% of weekly salary to a maximum of \$500.00 per week. After 180 days of disability, Long Term Disability coverage shall be altered to 50% of base monthly earnings to a maximum of \$2,000 per month subject to the same duration provisions as provided in 15.4 (a) above.

ARTICLE 16

RETIREMENT

16.1 The Town agrees to provide unit employees with retirement coverage and benefits as provided under the New Hampshire Retirement System as prescribed and to the extent required by New Hampshire law. Employee contributions to the retirement system shall be based on pre-tax dollars.

ARTICLE 17

CLOTHING/BOOTS

17.1 Safety shoes/boots shall be worn by employees while on duty. The Town shall pay, (upon proof of purchase), up to three hundred fifty dollars (\$350.00) towards the purchase of no more than two pairs of safety shoes/boots per calendar year.

17.2 In addition to the shoe/boot provision above, the Department shall issue all unit employees the following uniform items:

- Five (5) long-sleeved shirts
- Five (5) short-sleeved or sleeveless shirts (but no tank tops are allowed)
- Two (2) sweatshirts (employee may choose hooded or non-hooded)
- One (1) each hat, pair of gloves, traffic vest, and hard hat
- One (1) jacket or vest
- One (1) winter coat
- One (1) pair of rubber boots
- One (1) rain suit with hood
- Reimbursement of up to two hundred dollars (\$200.00) per calendar year, (upon proof of purchase), for pants

NOTE: In lieu of shirts, sweatshirts and a pants reimbursement, bargaining unit employees assigned to the Vehicle Maintenance Division shall be provided with eleven (11) shirts and eleven (11) pairs of pants through a uniform service that includes weekly cleanings (and repairs or alterations as needed) at Town expense.

17.3 Uniforms shall be worn as issued directed, without alteration, during all on-duty working hours. The tee shirt will be the minimal dress of the upper torso.

17.4 Employees are responsible for the cleaning and general upkeep of their uniforms and related items. Uniform items found to be in need of replacement must first be shown to the Department Manager for approval of replacement.

17.5 The Department will make waders available to employees in various sizes to be worn as necessary but they will not be issued to individual employees.

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17.6 The Town shall review employees' uniform items twice each year to determine whether replacement items should be provided. These review periods shall occur on or about April 1 and on or about October 1 each year; whereupon the Town shall order needed replacements within thirty (30) days.

17.7 Employees are to refrain from wearing any uniform item in public other than going to and coming from their work location or stopping to tend to personal business immediately before or after working hours.

17.8 No employee in uniform may go to or visit any establishment that serves alcoholic beverages.

17.9 Any abuse, vandalizing or willful damage of any item of clothing issued by the Department will be grounds for disciplinary action.

17.10 All uniform components are the property of the Department and shall be returned cleaned, upon termination of employment.

17.11 The Town will provide employees with all necessary safety equipment, including, but not limited to eye protection (safety glasses), ear protection, and other devices as may be required by law or mandated by a supervisor, subject to the Town's ability to require such gear to be used in accordance with the provisions of Section 18.1.

ARTICLE 18

SAFETY

18.1 The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Town and the Union may meet once every ninety (90) days at the request of either party to discuss such regulations. The Union agrees that its members who are employees of the Town will comply with the Town's rules and regulations relating to safety, economy and efficiency of services to the Town and the public.

18.2 The Union shall have one (1) appointed representative to serve on the Town's Joint Labor Management (Safety) Committee and an alternate to serve in the event the regular appointee is unable to attend a meeting.

18.3 Vehicle Condition Reports

Vehicle Condition Reports shall be kept on each vehicle and piece of equipment with one copy kept in the vehicle and one copy given to the shop foreman daily.

18.4 Downed Vehicles and Equipment

The Director of Public Works (or his/her designee) shall have the authority to down a vehicle of

piece of equipment that is unsafe or unworthy for the road and only the Director (or his/her designee) shall have the authority to put the vehicle or piece of equipment back in service.

ARTICLE 19

BULLETIN BOARDS

19.1 The Town shall provide space for the Union to install bulletin boards in the Public Works Garage, the Recycling Center, Sewer Office and the Building & Grounds Office for the purpose of posting Union notices and information.

ARTICLE 20

DISCIPLINARY PROCEDURES

20.1 All disciplinary actions shall be for just cause and shall be consistent with the infractions for which disciplinary action is being taken.

20.2 Disciplinary action shall be normally taken in the following order:

- (a) Documented Verbal Warning
- (b) Written Warnings
- (c) Suspension without pay
- (d) Discharge

[NOTE: The above sequence need not be followed if an infraction is sufficiently severe to merit a greater degree of discipline including suspension or termination.]

20.3 All suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the employee(s) and the Union within five (5) work days from the date of such suspension or discharge and shall be signed by the employee (if available) and the Union representative. No documentation of discipline shall be placed in an employee's file without the employee's knowledge.

20.4 If the Department does not follow Section 20.3, above, in the case of suspension or discharge then the matter shall be advanced to step 2 of the grievance procedure.

20.5 Any challenge of disciplinary actions shall go through the grievance process.

20.6 To the extent practicable, all employees will have Union representation before any disciplinary action can begin. Where such representation is not practicable, the Union shall be notified no later than thirty-six (36) hours thereafter.

20.7 Warnings, reprimands, and suspensions of less than five (5) days, shall, after eighteen (18) months, no longer be admissible to establish a prior offense, but may be used in any

proceeding to establish employee knowledge of departmental policies, procedures, and performance expectations.

20.8 The Town reserves the right to demote employees for just cause and to reduce the employees' base pay rate to the equivalent step or proportion thereof for the pay grade applicable to the new position.

ARTICLE 21

GRIEVANCE PROCEDURES

21.1 A grievance under this Article is defined as an alleged violation of any of the provisions of this Agreement.

[Note: An employee who has a "complaint" must take up the complaint with his/her immediate Supervisor verbally - within five (5) working days of the incident precipitating the complaint - before he/she can process the complaint as a formal grievance. The immediate Supervisor shall give his/her answer to the employee's complaint within five (5) days (except weekends and holidays). It is anticipated that nearly all complaints can be resolved informally without grievance.]

21.2 Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated, the relief requested, and the extent to which the grievant has sought an informal adjustment of the grievance.

21.3 Procedures:

Step One: An employee(s) desiring to process a grievance must file a written statement of the grievance to the Department Manager no later than twenty (20) work days after the employee(s) knew the facts on which the grievance is based, and in no case more than six (6) months from the occurrence. The Department Manager shall meet with the grievant(s) and the Union representative within five (5) work days following receipt of the notice and shall give a written decision within five (5) work days thereafter.

Step Two: If the grievant(s) and/or the Union is not satisfied with the decision of the Department Manager, the grievant(s) and/or the Union may file, within twenty (20) work days following the Department Manager's decision, a written appeal with the Town Administrator setting forth the specific reasons why the grievant(s) believes the Agreement has been or is being violated by the Town action in question. Within twenty (20) work days, following receipt of the appeal, the Town Administrator shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) days following receipt of the appeal and written

decision shall be rendered within twenty (20) work days thereafter.

Step Three: If the grievant(s) and/or the Union is not satisfied with the decision of the Town Administrator, the Union may file within ten (10) work days, following receipt of the decision of the Town Administrator, a written appeal with the Board of Selectmen setting forth the specific reasons why the grievant(s) believe the Agreement has been or is being violated by the Town action in question. Within twenty (20) work days, following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing; said hearing shall be held no later than twenty (20) days following receipt of the appeal and a written decision shall be rendered within ten (10) work days thereafter.

Step Four: If the grievant(s) and/or the Union is not satisfied with the decision of the Board of Selectmen, the Union may file within twenty (20) work days, following receipt of the decision of the Board of Selectmen, a request for arbitration to the Public Employee Labor Relations Board under its rules and regulations. The Arbitrator shall not have the power to add to, ignore or modify any of the terms or conditions of this Agreement. The Arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The Arbitrator shall not substitute his/her judgment for that of the parties in the exercise of rights granted or retained by this Agreement. The decision of the Arbitrator shall be final and binding on the parties.

21.4 The fees and expenses of the Arbitrator shall be shared equally by the parties.

21.5 The foregoing time limitations may be extended by mutual written agreement of the parties.

21.6 Should the Town, absent mutual agreement to extend as provided in 21.5 above, fail to respond to the grievance as provided, the grievance shall be advanced to the next step of the grievance within the time frames provided, or, absent mutual agreement to extend as provided in 21.5 above, the grievance shall be deemed to be abandoned.

ARTICLE 22

STRIKES PROHIBITED

22.1 Under no circumstances will the Union cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdowns, withholding of services or any curtailment of work or restriction or interference with the operations of the Department or Town of Gilford during the terms of this Agreement.

22.2 Under no circumstances will the Town engage in a lock-out or furlough of bargaining unit employees.

ARTICLE 23

MISCELLANEOUS

23.1 Pay Day

Pay day shall be each Thursday. Checks shall be made available no later than the end of the work day and shall be handed out to employees at that time.

23.2 Mileage

Bargaining unit employees required to use their personal vehicle(s) to conduct Town business shall be compensated in accordance with provisions as adopted by the Board of Selectmen.

23.3 Copies of Agreement

The Town shall provide the Union with twenty-five (25) copies of the signed Agreement within ten (10) working days of signing.

23.4 Exit Interview

The Town Administrator (or his/her designee) may conduct an exit interview with any bargaining unit employee who has resigned. Such interview shall be conducted in the presence of the local Union Chairperson (or his/her designee), at the resigning employee's request.

23.5 The Town shall provide a copy of the collective bargaining agreement (including wage schedules) to all unit employees.

23.6 Health & Wellness

Unit employees shall be eligible for reimbursement up to two hundred dollars (\$200.00) per calendar year upon proof of payment for a health club membership, durable fitness equipment, smoking cessation program and/or weight loss program.

23.7 The parties agree that there will be no layoffs during the life of this Agreement.

ARTICLE 24

STABILITY OF AGREEMENT

24.1 Should any Article, Section or portion of this Agreement be declared invalid because it is in conflict with a Federal or State law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific Article, Section or portion specified in the decision. The parties to this Agreement agree to meet to negotiate only on the

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specific Article, Section or portion which has been declared invalid or unenforceable, but neither party is required to make concession in order to reach agreement on the specific Article, Section or portion of the Agreement in question.

ARTICLE 25

MANAGEMENT'S RIGHTS

25.1 The direction of Town operations and the determination of the methods and the means by which such operations are to be conducted shall be the function of the Town. All rights and responsibilities, not specifically modified by this Agreement, shall remain the function of the Town in accordance with the provisions of RSA 273-A.

25.2 It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment are changed as a result of the Town exercising the above mentioned rights, whenever such grievances exist.

ARTICLE 26

DURATION

26.1 This Agreement shall be in full force and effect as of April 1, 2020 through December 31, 2022, upon ratification of the cost items by the 2020 Gilford Annual Town Meeting pursuant to RSA 32:5-a.

26.2 Should either party desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least one hundred and twenty (120) days prior to the budget submission date of any subsequent year, advising that such party desires to revise or change terms or conditions of such Agreement.

26.3 The terms and conditions of this Agreement shall remain in full force and effect during negotiations for any successor Agreement to the extent required by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, ATTEST:

FOR AFSCME LOCAL 534
(APPROVED ON NOVEMBER 25, 2019)

Kurt M. Miska
Terry Cannon
Kurt Gould
Michael R. Bl
Clifford Cannon 193

FOR THE TOWN OF GILFORD, N.H.
(APPROVED ON DECEMBER 4, 2019)

Debra Eddy
Robert Hayes
[Signature]

DATE SIGNED: 3/18/2020

DATE SIGNED: 3/25/2020

Approved by Town Meeting on the 10TH day of MARCH, 2020, UNDER SEAL OF THE TOWN,
ATTEST:

Danielle LaFond
Danielle LaFond, Town Clerk-Tax Collector



Appendix A

State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

AFSCME COUNCIL #93/LOCAL 534	:	
GILFORD PUBLIC WORKS	:	
	:	
and	:	
	:	CASE NO. A-0583
TOWN OF GILFORD	:	

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employee Labor Relations Board in accordance with RSA 273-A, Section 10 and the Rules and Regulations of the Board and it appearing that a negotiating representative has been selected.

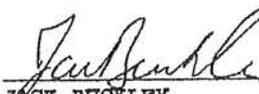
Pursuant to the authority vested in the Board by the Public Employee Labor Relations Act, and after the conduct of a representation election,

IT IS HEREBY CERTIFIED that the AFSCME, COUNCIL 93 has been designated and selected by a majority of the employees of the above named Public Employer, in the unit described below, as their representative for the purpose of collective negotiations and the settlement of grievances.

UNIT: All Non-Probationary Public Works Employees, exclusive of the Public Works Director, Highway Superintendent, Executive Secretary and all other confidential and supervisory employees.

Further, IT IS ORDERED that the above named Public Employer shall negotiate collectively with the AFSCME, COUNCIL #93 with an objective to reaching an agreement with the employee organization on terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed this 16th of March, 1998.


 JACK BUCKLEY
 Alternate Chairman

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State of New Hampshire
Public Employee Labor Relations Board

Town of Gilford

and

AFSCME Council 93, Local 534, Gilford Public Works Employees

Case No. G-0224-1

Decision No. 2015-224

Modification of Certified Bargaining Unit

Pursuant to RSA 273-A and PELRB Decision No. 2015-196 granting the Town's petition for modification, the existing certification, set forth in PELRB Certification of Representative and Order to Negotiate, Case No. A-0583 (March 16, 1998), is amended; and it is hereby ordered that the composition of the modified bargaining unit, represented by the AFSCME Council 93, Local 534, Gilford Public Works Employees for purposes of collective negotiations and settlement of grievances, is as follows:

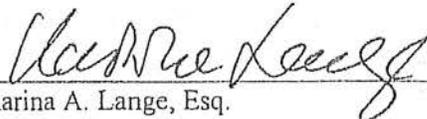
Unit: All Non-Probationary Public Works Employees.

Excluded: Public Works Director, Highway Superintendent, Executive Secretary, Head Mechanic, and all other confidential and supervisory employees.

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.

So ordered.

Date: 10/11/2015



Karina A. Lange, Esq.
Staff Counsel/Hearing Office

Distribution: Robert D. Ciandella, Esq.
Anna R. Shapell, Esq.
Eric A. Maher, Esq.



State of New Hampshire
Public Employee Labor Relations Board

Town of Gilford

and

AFSCME Council 93, Local 534, Gilford Public Works Employees

Case No. G-0224-8

Decision No. 2019-264

Certification of Representative and Order to Negotiate

Pursuant to RSA 273-A and PELRB Decision No. 2019-263 granting the Town's petition for modification, the existing certification, set forth in PELRB Decision No. 2015-224 (October 1, 2015), is amended; and it is hereby ordered that the composition of the modified bargaining unit, represented by the AFSCME Council 93, Local 534, Gilford Public Works Employees for purposes of collective negotiations and settlement of grievances, is as follows:

Unit: All Non-Probationary Public Works Employees.

Excluded: Public Works Director, Deputy Director, Operations Manager, Highway Superintendent, Solid Waste Superintendent, Buildings & Grounds Superintendent, Head Mechanic, Executive Secretary, Secretary, Clerical Assistant/Receptionist, all part-time employees, and all other confidential and supervisory employees.

The Town of Gilford shall negotiate with the AFSCME Council 93, Local 534, Gilford Public Works Employees as exclusive representative on the terms and conditions of employment for the members of the bargaining unit and shall recognize the right of the AFSCME Council 93, Local 534, Gilford Public Works Employees to represent employees in the settlement of grievances.

So ordered.

Date: 11/12/2019

Karina A. Lange, Esq.
Staff Counsel/Hearing Officer

Distribution: Scott Dunn, Town Administrator
Christopher Kilmer, Staff Representative

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TOWN OF GILFORD - DPW/AFSCME LOCAL 534
APPENDIX B
PAY CLASSIFICATION PLAN
EFFECTIVE 1/1/2020

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1 Custodian, Laborer, Solid Waste Attendant I	13.92	14.69	15.49	16.35	17.24	18.19	19.19	20.25	21.36	22.54
2 Solid Waste Attendant II, Truck Driver	15.76	16.63	17.54	18.51	19.52	20.60	21.73	22.93	24.19	25.52
3 Equipment Operator	16.81	17.73	18.71	19.74	20.82	21.97	23.18	24.45	25.80	27.22
4 Automotive Technician, Mechanic, Sewer Superintendent	17.86	18.84	19.88	20.97	22.13	23.34	24.63	25.98	27.41	28.92

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TOWN OF GILFORD - DPW/AFSCME LOCAL 534
APPENDIX C
EMPLOYEE CLASSIFICATION SCHEDULE

<u>NAME</u>	<u>TITLE</u>	<u>PAY RATE</u> <u>4/1/2020</u>	<u>ANNIVERSARY</u> <u>DATE</u>
Bertocci, David	Laborer	\$17.81 + merit	MAR 5
Boisvert, Garrett	Laborer	\$18.00	JUN 29
Carlisle, Kevin	Sewer Superintendent	\$23.75	JAN 5
Clairmont, Terry	Automotive Technician	\$27.42 + merit	APR 1
Cutter, Timothy	Equipment Operator	\$24.43	OCT 15
Denver, Michael	Laborer	\$19.12	NOV 19
Dinan, James	Custodian	\$19.02	SEP 28
Gould, Kurt	Equipment Operator	\$19.62	NOV 12
Merrill, Stephen	Truck Driver	\$22.40 + merit	MAR 10
Mistler, Kurt	Mechanic	\$23.26	JUN 24
Summers, Cordell	Laborer	\$16.35 + merit	FEB 28 Dec 31

CK

APPENDIX D

JOB PERFORMANCE AND MERIT PAY POLICY

All employees shall be subject to job performance evaluations (using the form attached hereto and incorporated herein) which shall be used to determine the extent to which an employee is meeting his/her job expectations and goals as established by his/her Supervisor. Evaluations shall be conducted upon the successful conclusion of a probationary period and thereafter following an employee's effective anniversary date.

- A. Employees who are coming off of a probationary period shall not be eligible for a merit pay rate increase, (unless this coincides with an anniversary date) except in the event of extraordinary circumstances as may be approved by the Board of Selectmen or appointing authority at the time of hire or promotion.
- B. Except as otherwise noted, evaluation forms shall be used as the basis for determining merit pay rate increases to be applied as of an employee's effective anniversary date. The merit values (and amounts) to be used as part of the evaluation process shall be established by the Board of Selectmen, as set forth in Appendix B, subject to the availability of budgeted funds. In addition, the actual merit amount to be awarded to an employee shall be subject to the approval of the Board of Selectmen using their sole discretion.
- C. Employees who are at or beyond the maximum pay rate for their classification shall not be eligible for additional merit pay rate increases; however such employees shall be eligible for annual meritorious lump sum longevity payments as noted on the evaluation form.
- D. Employees whose merit pay rate increase would otherwise exceed the maximum pay rate for their job classification may choose to receive either the maximum pay rate or the lump sum longevity pay.
- E. Employees who are eligible for a merit pay rate increase may choose to accept a lump sum merit payment (as otherwise set forth herein) instead of receiving their pay rate increase for that year.
- F. Lump sum payments shall be considered income for tax purposes but not for base wage, retirement or overtime pay calculations.
- G. An employee's anniversary date for the purposes of merit pay increases and job evaluations shall be the date of hire. Thereafter, the anniversary date shall be the date of a promotion or reclassification as may be applicable.

- H. The Town shall strive to complete the evaluation process and disburse merit pay rate increases within thirty (30) days of an employee's effective anniversary date.

- I. An employee who fails to complete a self-evaluation within thirty (30) days of the due date shall be subject to a fifty percent (50%) reduction in their merit pay, whereupon the Department Manager shall complete the evaluation process within forty-five (45) days without the self-evaluation. A Department Manager that fails to complete a performance evaluation within forty-five (45) days of the due date may be subject to disciplinary action for neglect of duty.



TOWN OF GILFORD, NEW HAMPSHIRE

EMPLOYEE JOB PERFORMANCE EVALUATION FORM

EMPLOYEE'S NAME:

EMPLOYEE'S TITLE:

DEPARTMENT:

INITIAL DATE OF HIRE:

DATE OF CURRENT CLASSIFICATION (ANNIVERSARY DATE):

EVALUATION PERIOD BEGIN DATE:

EVALUATION PERIOD END DATE:

SUPERVISOR'S NAME:

SUPERVISOR'S TITLE:

DATE OF EVALUATION:

TYPE OF EVALUATION: PROBATIONARY
 ANNUAL REVIEW
 SELF-EVALUATION
 OTHER _____

THE PROCESS:

- STEP 1: EMPLOYEE COMPLETES SELF-EVALUATION
- STEP 2: SUPERVISOR COMPLETES EVALUATION
- STEP 3: DEPARTMENT MANAGER REVIEW & SIGNOFF
- STEP 4: TOWN ADMINISTRATOR REVIEW & SIGNOFF
- STEP 5: EMPLOYEE & SUPERVISOR & DEPARTMENT MANAGER CONSULTATION
- STEP 6: EMPLOYEE ACKNOWLEDGEMENT & SIGNOFF
- STEP 7: ORIGINAL RETURNED TO TOWN ADMINISTRATOR FOR PERSONNEL FILE WITH COMPLETED CHANGE OF STATUS FORM PREPARED BY DEPT. MANAGER
- STEP 8: BOARD OF SELECTMEN APPROVAL OF CHANGE OF STATUS FORM

1. QUALITY OF WORK:

Can the employee be depended upon to meet finished product expectations? Is the work consistently thorough, accurate and timely? Are errors or mistakes often noted? Are things done right the first time? Does the employee forget to do parts of a project? Can the end results be used as an example for others? Is work done neatly or sloppily? Is attention to detail obvious or lacking? Are reports and project documentation completed in an appropriate manner? Has the employee received disciplinary action and/or praise for the quality of work during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

2. QUANTITY OF WORK & PRODUCTIVITY:

Does the employee keep up or fall behind other workers? Does the employee exceed the output of others? Is work time spent productively? Are daily assignments completed in their entirety? Does the employee exceed goals and/or request additional assignments? What happens to work output before and after break times or absences from work? Has the employee received disciplinary action and/or praise for the quantity of work during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

3. PERSONAL WORK HABITS:

Does the employee report to work punctually? How often has the employee used sick leave during the evaluation period? Is leave time abused? Are there any patterns or trends related to workplace attendance? Does the employee repeatedly ask to leave work early due to illness or appointments? Is the employee's appearance neat and appropriate? Does the employee dress appropriately? Does the employee maintain a neat and organized work area? Does the employee report to work when truly sick? Is the employee a positive role model for others? Does the employee conduct himself/herself in a professional manner? Is the employee fair-minded? Does the employee use appropriate language? Is the employee dependable? Does the employee act with integrity? Has the employee received disciplinary action and/or praise for personal work habits during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

cu

4. ATTITUDE:

To what extent does the employee cooperate with fellow workers? Is the employee moody or non-communicative? Does the employee demonstrate enthusiasm or complain about work assignments? How does the employee interact with peers and other Town officials? Does the employee spread gossip or rumors about others? Is the employee's temperament appropriate? How does the employee respond to criticism and suggestions? Does the employee lack tactfulness at times? Is the employee sensitive to the needs or shortcomings of others? Does the employee foster a productive and friendly work atmosphere? Does the employee care about the funds used for departmental purposes? Does the employee treat Town property with respect? Does the employee listen attentively and follow directions? Does the employee comply with directives and policies? Has the employee received disciplinary action and/or praise for his/her attitude during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

5. ADAPTABILITY & PROBLEM-SOLVING:

How does the employee cope with unfamiliar work? Does the employee require close supervision? Does the employee show initiative and self-motivation? Is the employee flexible as priorities shift or emergencies develop? Does the employee show an interest in expanding job knowledge? How does the employee react to new ideas? Does the employee suggest new approaches to problem-solving? How does the employee react to unsuccessful experiments? Is the employee able to identify or anticipate problems and communicate such issues to supervisors? Has the employee received disciplinary action and/or praise for his/her adaptability and problem-solving abilities during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

6. ATTENTION TO SAFETY:

Does the employee consistently comply with safety policies and procedures? Does the employee demonstrate concern for a safe work environment? Does the employee engage in horseplay or dangerous behavior? Does the employee have to be reminded to use appropriate protective equipment and practices? Does the employee wear a seat belt in a Town vehicle? Does the employee provide suggestions for enhancing worker safety? Does the employee fulfill his/her risk management obligations? Has the employee had any workplace accidents? Has the employee failed a drug test? Does the employee recognize the importance of law enforcement in the promotion of safety? Is the employee an active participant on the JLMC? Has the employee received disciplinary action and/or praise for safety related issues during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

7. PROFESSIONAL DEVELOPMENT:

Has the employee taken any training classes during the evaluation period? Were educational opportunities initiated by the employee or supervisor? Has the employee demonstrated a willingness to learn? Has the employee met the goals previously established? Has the employee complied with training requirements? Does the employee ask pertinent questions? Has the employee failed any classes or neglected to fulfill any training opportunities? Does the employee share job knowledge with others? What types of certifications have been obtained during the evaluation period? Does the employee exhibit potential for promotion or an upgrade in job classification?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

8. TECHNICAL SKILLS:

Is the employee familiar with the job description? Is the employee capable of performing all of the duties set forth in the job description? Has the employee demonstrated the ability to perform the duties of the position with distinction? Does the employee avoid certain responsibilities? What has the employee done to stay current in emerging technologies? Does the employee ask questions to better understand his/her responsibilities? Is the employee ready for additional responsibilities? Does the employee voluntarily apply additional skills for the benefit of the department? Is the employee working to his/her maximum potential? Is the employee respected by colleagues? Does the employee look into historical aspects of a situation? How does the employee fulfill budgetary responsibilities? Has the employee received disciplinary action and/or praise for his/her technical skills during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

9. ORGANIZATION:

Has the employee demonstrated the ability to organize and prioritize assignments? Does the employee appear organized when he/she attends meetings? Are deadlines met? Does the employee frequently appear to be in crisis mode? Does the employee anticipate project obstacles and develop plans to achieve success? Is the employee able to meet the daily workload and if not, does he/she communicate legitimate reasons to a supervisor? Does the employee waste time during the workday? Has the employee received disciplinary action and/or praise for his/her organizational skills during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

CK

10. TEAMWORK:

Does the employee accept accountability for individual work contributions? Does the employee solicit input and ideas from others? Does the employee blame others for mistakes? Does the employee offer praise to others? Does the employee have personality conflicts with other members of the work team? Has the employee demonstrated a willingness to share skills and coach others? Does the employee ask for others to help with a difficult task or volunteer to help other employees? Does the employee speak of Town government or Town officials in a complimentary or derogatory manner? Does the employee speak of wanting to work somewhere else or of striving for advancement? Does the employee respect the chain of command? Has the employee received disciplinary action and/or praise for his/her teamwork during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

11. PUBLIC RELATIONS & COMMUNICATIONS:

Does the employee communicate appropriately with citizens? How does the employee respond to citizen requests for service? Has the employee gone above and beyond the call of duty to help someone? Does the employee provide concise verbal and/or written communications to supervisors, subordinates and co-workers? Does the employee spread misinformation or partial renderings of actual events? Is the employee an advocate for the department? Does the employee accurately explain his/her role in Town government to others? Does the employee refer citizen inquiries to supervisors? Has the employee been the recipient of a citizen complaint and if so, was there any validity to the complaint? Has the employee done anything to cast discredit on the department? How does the employee interact with other government agencies and/or the press? How are reports and presentations handled? Has the employee received disciplinary action and/or praise for public relations activity and communication skills during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

12. LEADERSHIP:

Is the employee a leader or a follower? Does the employee delegate appropriately? Has the employee made himself/herself critical to the success of the department/Town? Is the employee effective when working in a supervisory capacity? Does the employee set a good example for others? Has the employee established personal goals and objectives? Does the employee promote innovation? Does the employee show initiative or a take charge approach to work assignments? Does the employee demonstrate unique personal skills? Does the employee empower subordinates? Does the employee need to be told what to do?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

CV

OVERALL JOB PERFORMANCE:

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

ACCOMPLISHMENTS:

STRENGTHS:

WEAKNESSES:

FUTURE GOALS & OBJECTIVES:

SUGGESTIONS FOR IMPROVEMENTS:

ADDITIONAL COMMENTS:

DEPARTMENT MANAGER'S COMMENTS:

DEPARTMENT MANAGER SIGNATURE

DATE

TOWN ADMINISTRATOR'S COMMENTS:

TOWN ADMINISTRATOR SIGNATURE

DATE

CV

COMPENSATION CALCULATIONS:

A. MERIT AMOUNT: _____

(BASED UPON OVERALL JOB PERFORMANCE RATING AND THE CHART BELOW)

✔ UNACCEPTABLE = 0%
✔ NEEDS IMPROVEMENT = 1%
✔ MEETS EXPECTATIONS = 2%
✔ ABOVE AVERAGE = 2.5%
✔ CONSISTENTLY EXCEEDS EXPECTATIONS = 3%
✔ EXCEPTIONAL & EXEMPLARY = 3.5%
✔ CONSISTENTLY OUTSTANDING = 4%

B. CURRENT WAGE/SALARY RATE: _____

C. CURRENT GRADE/STEP: _____

D. NEW WAGE/SALARY RATE: _____ (CANNOT EXCEED STEP 10)

E. NEW GRADE/STEP: _____ (CANNOT EXCEED STEP 10)

F. COMPLETED YEARS
OF FULL-TIME SERVICE: _____ (AS OF EVAL PERIOD END DATE)

G. LUMP SUM LONGEVITY AMOUNT: _____
(BASED UPON OVERALL JOB PERFORMANCE RATING AND THE CHART BELOW)

✔ Merit @ 0.0% = \$0 per completed year of full-time service
✔ Merit @ 1.0% = \$10 per completed year of full-time service
✔ Merit @ 2.0% = \$20 per completed year of full-time service
✔ Merit @ 2.5% = \$25 per completed year of full-time service
✔ Merit @ 3.0% = \$30 per completed year of full-time service
✔ Merit @ 3.5% = \$35 per completed year of full-time service
✔ Merit @ 4.0% = \$40 per completed year of full-time service

ck

EMPLOYEE ACKNOWLEDGEMENT:

- I agree with this evaluation
- I do not agree with this evaluation
- I accept my evaluation, but there are some parts that I do not agree with
- I wish to appeal this evaluation to the Board of Selectmen

EMPLOYEE COMPENSATION SELECTION (CHOOSE ONE):

- New Pay Rate (See Item "D" Above)
- Longevity Pay (See Item "G" Above)

EMPLOYEE COMMENTS:

EMPLOYEE SIGNATURE

DATE

CV