

AGREEMENT BETWEEN  
THE TOWN OF ASHLAND, NEW  
HAMPSHIRE

&

SEIU LOCAL 1984, AFL-CIO, CLC  
(ASHLAND TOWN EMPLOYEES)

APRIL 1, 2003 - MARCH 31, 2008

## TABLE OF CONENTS

Preamble	3
1. Recognition	3
2. Non-Discrimination	3
3. Maintenance of Membership	4
4. Dues Deduction	4
5. Seniority	5
6. Promotions & Transfers	6
7. Hours of Work & Overtime	7
8. Plus Rates	8
9. Emergency Work	8
10. Holidays	9
11. Annual Vacation	9
12. Personal Leave	10
13. Sickness & Disability	10
14. Family Medical Leave of Absence	12
15. Worker's Compensation	17
16. Leave of Absence	17
17. Bereavement Leave	18
18. Maternity Leave	18
19. Military Leave	19
20. Jury & Witness Duty	19
21. Life Insurance	20
22. Health Insurance	20
23. Wage Rates	21
24. Uniforms	22
25. Expenses	23
26. Disciplinary Procedures	23
27. Tuition Refund	23
28. Grievance Procedure	24
29. No Strike, No Lockout	25
30. Management Rights	25
31. Subcontracting	26
32. Severability	26
33. Duration	26
Appendix	27

## **PREAMBLE**

The purpose and intent of the Town of Ashland, herein after called the Town, and the State Employees Association of New Hampshire, SEIU Local 1984, AFL-CIO, CLC, herein after called the Union, entering into this Agreement is to promote orderly and peaceful relations between the Town and the organized employees in the Bargaining Unit included in the following Agreement and to provide on behalf of the citizens of Ashland approved services in an effective and efficient manner.

## **ARTICLE 1** **RECOGNITION**

The Town of Ashland hereby recognizes the SEA in accordance with RSA-273-A as the exclusive representative of the bargaining unit in the Certification of Representation as follows: Lineman #1, Linesman #2, Linesman Apprentice, Water/Sewer Supervisor, Water/Sewer Operator, Electric Office Manager, FT Water & Sewer Clerk/Secretary , PT Electric Clerk/Secretary, Equipment Operator/Laborer, Laborer, Mechanic, Transfer Station Attendant, and Highway Foreman. The above mentioned are regular full time or regular part time employees.

As provided for in the Collective Bargaining Agreement, regular part-time employees shall be defined as employees who have successfully completed their probationary period and are assigned a regular work week schedule of twenty (20) hours or more and, except as otherwise provided in the Collective Bargaining Agreement, benefits for regular part-time employees will be on a pro-rata basis in accordance with the employee's work schedule and regular rate of pay.

## **ARTICLE 2** **NON-DISCRIMINATION**

1. The Town and the departments covered by this Agreement agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

2. The Town, the departments, and the Union covered by this Agreement 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, age, or physical handicap.

**ARTICLE 3**  
**MAINTENANCE OF MEMBERSHIP**

1. Each member of the bargaining unit who, on the effective date of this agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and Union after that date shall continue his/her membership in the Union during the duration of the Agreement: provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Union anytime within five (5) working days prior to the anniversary date thereafter.
2. Any employee who is in the bargaining unit and is not a member of the Union but wishes to have the Union represent them in a grievance shall assume full financial responsibilities as to the actual costs of processing the grievance. Collection of such fees shall be the sole responsibility of the Union.
3. Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Town harmless in any such dispute.
4. The Union shall post notices on all 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 1 of the Article.

**ARTICLE 4**  
**DUES DEDUCTION**

1. The Town agrees to authorize the deduction of Local 1984 dues from each employee who has signed an authorization and send said dues along with a statement indicating who has paid dues to the Treasurer of Local 1984, SEA.
2. The Union will keep the Town informed of the correct name and address of the Treasurer of Local 1984, SEA.
3. This deduction of dues shall be made on a weekly basis and shall be sent monthly to the Treasurer of Local 1984, SEA.
4. If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues, then no deduction will be made from the employee. In no case will the Town attempt to collect fines, assessments, or past due deductions from the Union beyond the regular weekly dues.

5. An individual who is not a member of the union who request services of the Union in a grievance representation shall be charged the full fair cost to the Union of such representation. The Town shall have no responsibility or obligation in the collection of such costs.

## **ARTICLE 5** **SENIORITY**

1. Seniority shall relate to the time an employee has been continuously employed by the Town, except that in the event of a layoff due to lack of work an employee recalled within two (2) years of layoff shall be credited with his/her prior service.

2. Seniority shall prevail in matters concerning layoffs and rehiring. Qualified and available permanent employees shall be reinstated before new employees are hired. The Town will not be required to consider employees who have been laid off for more than two (2) years for reinstatement. Seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in Article 6 of this Agreement.

3. All employees shall serve a probationary period in conformity with any applicable law or as otherwise determined by the hiring authority. Unless otherwise specified, the probationary period shall not be less than six (6) months nor more than twelve (12) months, but the period may be shortened or extended by the hiring authority as appropriate.

4. Until an employee has served the probationary period, it shall be deemed that he/she has no seniority status and he/she may be discharged or laid off without cause. Such discharge or layoff shall not be subject to the grievance procedures.

5. An employee shall not forfeit seniority during absences caused by:

a. Illness resulting in total disability to his/her regular work with the department involved, certified to by an affidavit from the Worker's Compensation carrier.

b. Illness not the result of his/her misconduct, resulting in temporary disability, certified to by a periodic physician's affidavit consistent with illness and prognosis except that such affidavit will be required at intervals of no more than every thirty (30) days.

c. Maternity leave as provided in Article 18 will not affect the seniority on an employee.

6. An employee shall loose his/her seniority for, but not limited to, the following reasons:

- a. If an employee is discharged and if such discharge is not overruled by an appropriate authority.
- b. If he/she resigns.

7. The employee's present seniority as of the effective date of this contract shall be the seniority considered for the purpose of establishing the seniority system called for in the Article. This seniority must have been continuous in nature as provided in Section 1 of this Article to merit consideration under this section.

8. The preparation and maintenance of the seniority rosters shall be the responsibility of the Town, approved by the Union, and is to be a part of this agreement. The lists are drawn up and posted once each year in January.

## **ARTICLE 6**

### **PROMOTIONS AND TRANSFERS**

1. The Town reserves and shall have the right to make promotions and transfers but shall be governed by seniority where the employee meets minimum requirements as defined in job descriptions.

2. Jobs to be filled through promotion shall be posted on Town bulletin boards in which the vacancy occurs for a period of five (5) working days.

3. After an award is made of a promotion, the name of the person promoted shall be posted for five (5) working days following said award. Employees may file a grievance within eight (8) working days of the date posted in accordance with the grievance procedure.

4. Vacancies in management positions which are excluded from the bargaining units shall be posted on the department bulletin boards provided, however, that appointment to these positions shall be at the sole discretion of management and shall not be subject to the grievance procedure of this contract.

5. Whenever possible, promotions shall be made from the ranks of the regular employees who are employed by the Town.

6. Employees who are absent during the entire posting period shall be automatically placed on the list for consideration for the positions provided that such employees may, at his/her discretion, have his/her name removed from the list within five (5) working days of returning to work. If an employee is absent and is awarded the position, the Town shall notify said employee within five (5) working days at his/her last known address. Said employee shall respond within five (5) working days regarding his/her

acceptance. All notifications shall be in writing to the department head. In their absence, notification will be given to the Town Administrator.

7. When a question as to the proper person having been chosen to fill any job arises and can not be resolved, it will be settled by using the grievance procedure in Article 28.

8. Job posting shall include job specifications, rate of pay, job location, the shift, and also if the job is regular.

9. The above procedures shall be followed in all promotion, vacancies, and transfers whether temporary or regular.

10. An employee who meets the qualifications previously outlined and is promoted to a higher level or alternate position shall be placed in a probationary status not to exceed one hundred eighty days (180) days. The employee shall be evaluated periodically 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 or alternate duties, then he/she shall, at the Town's sole discretion, be reduced in status to the same classification, pay grade and rate of pay as he/she had or would have attained had he/she not been promoted.

11. An employee who is promoted to a higher rated position shall receive the greater of the posted probationary rate or five percent (5%) over their current rate of pay and shall progress in accordance with Article 32 to the published job rate.

## **ARTICLE 7**

### **HOURS OF WORK AND OVERTIME**

1. The normal workweek shall consist of any work performed up to eight (8) hours a day for up to 5 scheduled work days per week for hourly-rated employees per day Monday through Friday. Regular transfer station employees normal work week will include Saturday hours.

2. All employees shall be entitled to a thirty (30) minute unpaid lunch break and two (2) - fifteen (15) minute breaks during the course of the work day with the two shorter breaks to be taken in proximity to the job site.

3. Employees shall be allowed a ten- (10) minute clean-up period prior to the end of the work shift.

4. All time worked in excess of forty (40) hours in one week for hourly rated employees shall be paid at the rate of time and one half. Time worked, vacation time, personal time

and holiday time only shall be counted as hours worked for the purpose of determining the forty (40) straight time hours.

5. Any person who has left their place of employment and is recalled to work prior to the next normal shift will be paid for a minimum of three (3) hours; provided further, that an employee who is called back for emergency work and who completes the required task and returns to his/her residence within the three hour minimum guarantee may be called back for additional emergency work without an additional three (3) hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay for the inconvenience of being called back to work between the normal shifts but not to be separately paid for several call backs within the three (3) hour minimum guarantee period.

6. The workday or workweek will not be interrupted to avoid the payment of overtime.

7. Work outside the normal work schedule which is scheduled in advance or which requires employees to be called in for unscheduled work shall be assigned first on a rotating basis among all qualified employees by classification.

8. No temporary employee shall be assigned overtime work until all regular qualified employees have the opportunity for such assignment.

### **ARTICLE 8 PLUS RATES**

Hourly-paid employees in the bargaining unit will be compensated on a plus rate basis of five percent (5%) to the nearest whole cent above his/her present rate for working in a higher level classification for any period of five or more consecutive work days. All temporary reclassifications shall be at the sole discretion of the Town.

### **ARTICLE 9 EMERGENCY WORK**

1. It shall be the duty of all able bodied employees to make themselves available during the course of emergency situations. Deliberate refusal to work during such situations without adequate justification may result in disciplinary action.

2. When an employee responds to an emergency work situation, and due to hours worked and/or physical exhaustion is relieved from working the normal work schedule, then time during that normal work schedule shall be considered time worked in the computation of overtime.

**ARTICLE 10**  
**HOLIDAYS**

1. All regular full time employees on roll effective April 1, 2001 shall be paid for the following named holidays:

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

2. Paid holidays occurring during the workweek shall be counted as hours for the purpose of determining the forty (40) straight time hours.

3. Holidays that occur on a Saturday will be observed on the preceding Friday and Sunday holidays will be observed on the following Monday. Should a holiday occur during an employee's scheduled vacation, the employee may either receive a paid holiday absence for the day or extend the vacation period by the number of holidays occurring during the scheduled vacation period.

4. To be eligible for holiday pay, an employee must work the last regularly scheduled work day preceding the holiday and the first regularly scheduled work day following the holiday, unless the absence is approved by the supervisor and/or Administrator.

5. When an employee works on a holiday, he/she shall receive time and one half in addition to the eight hours of holiday pay within the pay period the holiday is earned.

**ARTICLE 11**  
**ANNUAL VACATION**

1. Regular full time and regular part time employees (on a pro-rata basis) on roll effective December 3, 2001 who have been in continuous employ of the town for six months shall be entitled to the following vacation allowance:

1 week after six months	2 weeks after one year
3 weeks after five years	4 weeks after ten years
15 or more years - one day for each year of service to a maximum of 5 weeks. (Employees hired after 12/3/01 will not be eligible for the 5 <sup>th</sup> week of vacation time).	

Vacation will be credited on January 1 of each calendar year.

2. Selection of vacation period shall be by Town seniority and shall be granted insofar as possible at the time requested by the employee in accordance with operating requirements; provided, however, that summer vacation shall not extend beyond two weeks until all eligible persons have had an opportunity to select vacation. Furthermore, a department head may deny a vacation request of an employee if it will result in a disruption of the department or division operations.

3. No employee may carry over more than five days of vacation time from one year to the next.

## **ARTICLE 12** **PERSONAL LEAVE**

Each regular, full time employee is entitled to two personal days a year, credited on January 1 of each calendar year. These days can be used at the employee's discretion with at least 5 working days notice to the department head and the department head's approval. These days are not cumulative and must be used during the fiscal year. The department head shall respond within 2 working days of receipt of request . If no response is given within 2 working days , the employee shall be granted the request. Part time employees shall not be eligible for this benefit.

## **ARTICLE 13** **SICKNESS AND DISABILITY**

### SECTION A

1. Each regular full time employee and regular part-time employee, on a pro-rata basis, on role as of April 1, 2001 will be eligible for up to fifteen (15) days of sick leave at the beginning of every calendar year and will be allowed to accumulate up to 280 hours of accrued sick leave. In the event that an employee has been permitted to accrue more than 280 hours as of April 1, 2001, that higher number shall be that employee's maximum accrual rate.

2. Employees who achieve the maximum accrual rate as provided in Section A (1) above shall be grandfathered at the respective accrual rate except that in the event an employee utilizes the grandfathered hours or donates hours to another employee the maximum accrual will be adjusted accordingly and may not be increased to the higher rate.

3. Upon termination, incumbents grandfathered as provided in Sections A (1) and A (2) above will be paid an allowance of any of the unused accrual based on the following: Retired under the applicable New Hampshire Retirement Group - 75%; Resignation- 50%; Death Beneficiary, non-job related - 75%; Death Beneficiary, job related- 100%.
4. Sick hours will be available to employees in increments of ¼ hour if the employee so desires for the use of doctor's appointment, dental visits, etc.
5. Employees will be allowed, at their discretion, to cash in up to 5 working days a year with a two-week advance notice, instead of carrying the days over to accrual. The maximum of 5 days cash in shall take place anytime during the year.

## SECTION B

1. Any single absence in excess of five (5) regularly scheduled workdays will be treated in accordance with the provisions of Article 13, Section C4 below, Sickness and Accident Disability.
2. At the discretion of the Town Administrator , and at no cost to the member, a doctor's certificate, the cost of which shall be borne by the Town, may be required for any absence due to personal sickness or injury in excess of three (3) but less than six (6) scheduled work days. Any absence in excess of five (5) regularly scheduled workdays will require a doctor's certificate for payment eligibility as provided in this Article.
3. It is understood that abuse of sick leave may result in disciplinary action to the member consistent with Article 26 of this Agreement.
4. A regular full-time member or a regular part-time member, on a pro-rata basis, will be eligible for Personal Sickness and Accident Disability benefits beginning with the sixth (6th) regularly scheduled workday of absence upon presentation of physician's certificate based on the following employment schedule:
 

6 months but less than 2 years:	6 weeks @ 60% pay
2 years but less than 5 years:	6 weeks @ 60% pay, 6 weeks @ full pay
5 years but less than 10 years:	6 weeks @ 60% pay, 14 weeks @ full pay
10 years but less than 15 years:	6 weeks @ 60% pay, 30 weeks @ full pay
15 years but less than 20 years:	36 weeks @ full pay
20 years plus:	52 weeks @ full pay
5. A member having grandfathered sick leave under this Article may utilize such accruals to supplement the provisions of Section B4 of this Article in the event the term

of a disability exceeds the member's eligibility schedule provided in Section B4 of this Article.

6. Maintaining eligibility for the term of the absence will require ongoing evidence that the member is under the ongoing care of a physician and following an approved, recommended treatment program. Reinstatement from a disability absence will require a physician's certificate verifying the member's fitness for work. The Town may, at its expense and discretion and as a condition for continued coverage or reinstatement, schedule a member absent under this Article to see a second physician of the Town's choosing if it has reason for concern relative to either the member's treatment program or expected recovery period. In the event there is a difference of opinion between the member's treating physician and the Town's second opinion physician, the Town may, at its expense and discretion and as a condition for continued coverage or reinstatement, schedule the member for a third medical opinion with a physician mutually agreed upon by the treating and second opinion physicians to resolve any discrepancy between treating and second opinion physicians. The Town will rely on the above process in determining eligibility for continued coverage or reinstatement.

a.) A member who refuses to provide evidence of ongoing treatment, and/or refuses to submit to second and third medical opinion diagnosis and/or to modify the treatment program as determined appropriate through second/third medical opinion process shall be subject to disciplinary action.

b.) If, after receiving benefits for a medically certified disability absence, a member returns to work for less than two (2) weeks and becomes disabled again for the same or another disability, benefits will resume on the first day of absence. If a member returns for two (2), but less than twelve (12) weeks, benefits will not start again until the sixth (6th) regularly scheduled workday. In either case, the duration of benefits paid during the previous absence is counted in determining the amount and duration of benefits regardless of whether the absences are due to the same or different cause. After twelve (12) weeks back at work, a member will again be eligible for the full benefit payment schedule as provided for in Section B4 of this Article.

7. Partial Disability: In the event a member is determined fit to return to work on a part-time basis, benefits for the difference between the part-time and full-time hours will be paid in accordance with the schedule provided in Section B4 of this Article. In no case shall the application of full and/or partial benefits extend beyond the benefit schedule provided in Section B4 of this Article.

**ARTICLE 14**  
**FAMILY MEDICAL LEAVE OF ABSENCE**

Under the provisions of the Family Medical Leave Act of 1993 ("FMLA"), all employees who have been employed by the town for at least twelve (12) months and have worked at least 1,250 hours during the prior twelve (12) months prior to a leave request are entitled to take an unpaid leave of absence of not more than twelve (12) work weeks in the event of:

- (A) the birth of a child, in order to care for the child (leave must be taken within twelve (12) months of the birth of the child);
- (B) an adoption or foster care placement of a child, in order to care for the child (leave must be taken within twelve (12) months of the adoption or placement);
- (C) a serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is not capable of self care and the employee is needed for such care; or
- (D) a serious health condition of the employee which results in the employee's inability to perform his or her job.

As stated above, an eligible employee is entitled to a total of twelve (12) workweeks of leave during any twelve-(12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins FMLA leave. In other words, the number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). For example, if an employee has taken eight (8) weeks of FMLA leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken when a second leave is requested. If an employee used four (4) weeks beginning February 1, 1999, four (4) weeks beginning June 1, 1999, and four (4) weeks beginning December 1, 1999, the employee would not be entitled to any additional leave until February 1, 2000. Beginning on February 1, 2000, the employee would be entitled to four additional weeks.

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs A and B above, must be taken all at once unless otherwise agreed to by the Town. If medically necessary, FMLA leaves due to illness as described in paragraphs C and D above may be taken on an intermittent or reduced work schedule basis. If intermittent FMLA leave is requested, the town may require the employee to transfer temporarily to an alternate position which better accommodates periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

An employee's accrued, unused vacation time will be included as part of the twelve (12) week leave requirement for types A,B, or C leaves listed above. For example, an employee with two (2) weeks earned, used vacation time is required to use that time before taking not more than ten (10) additional paid weeks. For type C or D FMLA leave, employees will be required to use annual accrued sick time before utilizing vacation time. If an employee qualifies for disability payments under the town's personal, sickness, and disability leave, the employee may opt, but will not be required, to apply a pro rata share of any remaining accrued, unused sick leave or vacation once sick leave accrued is exhausted to supplement the difference between the short term disability benefit and his/her regular base pay.

If the employee on FMLA leave is an exempt employee and is among the highest paid ten percent of town employees within a seventy-five mile radius, and keeping the job open for the employee would result in substantial economic injury to the town, reinstatement can be denied at the end of the leave period.

When an employee requests any leave of absence that qualifies as leave under the FMLA, including time when the employee is receiving worker's compensation benefits, the town may designate such leave as FMLA leave upon written notification to the employee.

#### Status of Employee Benefits

While on FMLA leave, employees may continue to participate in the town's group health insurance program in the same manner as employees not on FMLA leave. If the FMLA leave is paid through use of earned vacation, personal, or sick time, the insurance premiums will continue to be paid through payroll deductions. In the event of unpaid FMLA leave, the employee must pay to the town the employee's share of any medical insurance premiums once per month in advance on the first day of each month. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return is because of a serious health condition or for other reasons beyond the employee's control.

Benefit entitlements based on length of service will be calculated as of the last paid workday prior to the start of the leave of absence. For example, an employee on leave will not accrue vacation or sick time. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original or comparable position.

#### Basic Regulations and Conditions of Leave

The town may require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. Medical certifications and periodic recertifications shall be at the employee's expense. At its discretion and expense, the town may require a second medical opinion regarding the initial certification. If the first and second opinions differ, the town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the town and the employee.

### Notification and Reporting Requirements

When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice and make efforts to schedule leave so as not to disrupt town operations. In the case of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to employee's own, illness, the employee must present a written authorization from his or her doctor stating the employee is ready to return to work.

### Procedures

(A) A request for Family and Medical Leave of Absence Form should be submitted to your immediate supervisor and the Town Administrator. If possible, the Form should be submitted thirty (30) days in advance of the effective date of the FMLA leave. Forms are available in the Town Administrator's office.

(B) All requests for FMLA leaves of absence due to illness should include the following information to be supplied by the treating medical provider: 1) the date on which the serious health condition commenced; 2) the probable duration of the condition; and 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, for purposes of FMLA leave for a child, spouse, or parent, the request should give an estimate of the amount of time that the employee is needed to provide such care. For the purposes of FMLA leave for an employee's illness, the request must state that the employee is unable to perform at least one of the essential functions of his or her position. In the case of a medical treatment, the certification must include the dates on which such treatment is expected to be given and the duration of the treatment.

### Coordination with Maternity Leave

The town provides female employees with a leave of absence for the period of temporary physical disability resulting from pregnancy childbirth, and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.

Maternity disability will be treated in the same manner as a type D FMLA leave of absence. The employee is required to exhaust accrued, unused personal sick and vacation time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability. If a maternity disability is for the number of available FMLA leave weeks or less, the employee will be reinstated in accordance with this policy. If a maternity disability exceeds the available FMLA leave weeks the employee will be reinstated unless business necessity make reinstatement impossible or unreasonable.

An employee who uses less than the Available Leave Weeks for type D leave for maternity may take additional type A FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

#### Coordination with Other Town Policies: Reference to FMLA and Federal Regulations

In the event of any conflicts between this policy and other town policies the provisions of this policy shall govern. The FMLA and the FMLA federal regulations issued by the U.S. Department of Labor contain many limitations and qualifications for entitlement and governance of FMLA leave not stated herein.

The terms of the FMLA and the FMLA federal regulations are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

The FMLA does not affect any federal or state law-prohibiting discrimination, or supersede any state or local law or collective bargaining agreement, which provides greater family, or medical leave rights.

**ARTICLE 15**  
**WORKER'S COMPENSATION**

Absence of an employee for causes occurring while engaged in working for the town and covered by worker's compensation as specified by the laws of the state of New Hampshire, shall receive, from the town's insurer, worker's compensation, in a dollar amount and for a period of time specified by state law.

Incidents which may result in awarding worker's compensation must be reported to the department head as soon as possible to ensure prompt processing of claims and proper compliance with insurance laws.

After a reasonable length of time, the town reserves the right to have up to two (2) physical examinations made to determine the minimum physical condition of the employee for continued employment. These examinations will be made at the discretion of the town and the cost of said examination will be borne by the town of Ashland.

**ARTICLE 16**  
**LEAVE OF ABSENCE**

1. The Town agrees to allow the steward or alternate steward reasonable time, without loss of pay, during regular working hours for the purpose of investigating, processing and settling grievances. The Union representatives shall obtain prior permission to absent themselves from work before leaving a work site and shall obtain prior permission of the immediate supervisor involved before interrupting the work of an employee located at a different work site.

2. Time lost by a representative of the Union on grievance settlements or negotiations shall be paid for by the Town as provided in RSA 273-A: 11.

3. The Town agrees when possible to authorize one (1) day off in any calendar year, without loss of time or pay for the Steward to attend Association training programs. The Association shall notify the Town no less than twenty (20) days in advance of such training programs. Any leave or time off provided for in this Article may be refused or withheld if such leave or time off will interfere with the normal and orderly operation of the department. It is expressly understood and agreed that such refusal or withholding of leave or time off shall be reasonable and not arbitrary.

A regular town employee may be granted a leave of absence without pay by the Board of Selectmen upon recommendation of the Town Administrator for a period deemed necessary by the employee for the purpose of leave but not in excess of six (6) months and only if determined that the essential functions of the department will not be

interrupted by the granting of such leave. The employee shall return to work upon expiration of the granted leave or arrange an extension of the leave prior to its expiration. No leave, including extensions, may be granted for a total leave period greater than one (1) year. Failure on the part of the employee to return to work on expiration of a granted leave without having arranged for an extension may be deemed a resignation. When computing length of service for any reason, time spent on leave of absence shall not be counted. In effect, this action changes the anniversary date of the employee on leave. The position vacated by an employee on leave may be temporarily filled by the Board of Selectmen at the same or lower rate of pay.

The six-(6) month limit does not apply to leave without pay for military duty.

4. Once in each calendar year employees who have reported to work and are called away due to a family emergency or illness will be given the remainder of the day off with pay. Additional time off will be without pay or taken as earned vacation or accrued personal time with supervisory approval.

#### **ARTICLE 17** **BEREAVEMENT LEAVE**

1. Bereavement leave of five (5) working days with pay shall be granted a regular or part time employee who works at least twenty (20) hours per week in the event of the death of his/her: spouse, child, parent, sibling, parent in-law, son or daughter-in-law, grandchild, brother-in-law, sister-in-law, or significant other.

2. Bereavement leave of one (1) working day with pay shall be granted a regular or part time employee who works at least twenty hours per week in the event of the death of his/her grandparent, aunt, or uncle.

3. Under no circumstances shall bereavement leave be paid on an overtime basis.

#### **ARTICLE 18** **MATERNITY LEAVE**

1. As provided in HUM 402.03, Pregnancy (a) a female employee upon application on forms to be provided by the Town, shall be permitted to take leave of absence for the period of temporary physical disability resulting from pregnancy, child birth, or related medical conditions. When the employee is physically able to return to work, her original job or a comparable position shall be made available to her unless business necessity makes this impossible or unreasonable.

2. In accordance with HUM 402.03, Pregnancy (b) a female employee on leave as provided in Section 1, above, shall for all other employment related purposes, including receipt of benefits under fringe benefit programs, pregnancy, child birth, and related medical conditions shall be considered temporary disabilities, and a female employee affected by pregnancy, child birth, or related medical conditions shall be treated in the same manner as any employee affected by any other temporary disability.

**ARTICLE 19**  
**MILITARY LEAVE**

An employee with one or more years seniority who is called to or ordered and performs short-term annual active duty for training as a reserve of the United States Armed Forces Reserve 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. This policy includes performance of State active duty as a National Guard Member. In order to receive payment under this paragraph, an employee must give the Town prior notice of such military duty and upon return to work, furnish the Town with a statement of the military compensation (other than travel and per diem) received for performing such duty. Payment under this paragraph is limited to a maximum of ten (10) working days in a calendar year. In computing the pay due the employee, if any, payment will reflect the difference between the employee's straight time rate for the days in question and the military payment for the number of days involved if the normal pay exceeds the military pay for the specified period.

**ARTICLE 20**  
**JURY AND WITNESS DUTY**

An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Town an amount equal to the difference between the amount of wages the employee would have earned by working during straight time hours for the Town for each day on which he/she reports for or performs jury duty and in which he/she would otherwise have been scheduled to work for the Town.

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

**ARTICLE 21**  
**LIFE INSURANCE**

1. Each full time employee shall be entitled to life insurance on a group policy. Coverage will begin the first of the month following the date of hire. Coverage will be equal to one times annual base salary to a maximum of fifty thousand (\$50,000.00) dollars up to age 65 when coverage will be 65% of annual base salary. Coverage will be 50% of annual base salary at age 70 and above. Above referenced employees will also be eligible for accidental death and dismemberment coverage equal to one times their annual base salary to a maximum of fifty thousand (\$50,000.00) dollars up to age 65 when coverage will be 65% of annual base salary. Coverage will be 50% of annual base salary at age 70 and above. All coverage will terminate upon severance of employment.
  
2. The Town reserves the right to contract with a qualified insurance carrier of its choosing to provide the above amounts of benefits.

**ARTICLE 22**  
**HEALTH INSURANCE**

The town shall provide health insurance coverage for bargaining unit employees as follows:

1. Effective April 1, 2001, the Town shall provide each regular, full time employee with hospitalization and medical insurance equivalent to Matthew Thornton Blue MBS21 at no premium cost to the employee for single, two-person or family coverage as appropriate to the employee's family status. Such coverage provider shall be at the discretion of the Board of Selectmen. The Town agrees to reimburse the employee for any annual deductible amounts for hospitalization coverage. The employee will be responsible for prescription up to a cost of \$15; any prescription deductible costing more than the \$15 will be reimbursed on a quarterly basis to the employee.
2. A regular part time employee whose normal workweek is thirty (30) hours or more may participate in the town's group hospitalization and medical insurance coverage at the employee's expense. The employee shall authorize the town to deduct from the employee's weekly pay sufficient monies to pay the monthly premium for such coverage.
3. It is agreed by all parties concerned that the town reserves and shall have the right to - change the insurance carrier or to become self insured, provided the benefits to participants are not decreased.
4. Employees on role as of April 1, 2001, who retire with twenty (20) years continuous service with the Town under the New Hampshire Retirement System plan will be eligible to receive single person health insurance coverage provided employee left the town in

good standing. Employees hired after April 1, 2001 will be eligible for health insurance coverage as provided by NH Statute upon retirement.

5. Effective April 1, 2001, any regular, full time employee eligible for health insurance who can demonstrate they are currently covered under a spouse's coverage and opts not to partake of the town's health coverage may make application to the town to receive 25% of the HMO premium the town would normally pay for single, two- person, or family coverage as would be appropriate to the employees family status. Payment and review of coverage will be made quarterly on application by the employee for the prior quarter.

6. The Town shall review the rising costs of health insurance periodically throughout the duration of this contract and reserves the right to contact the Union for renegotiation purposes as needed.

### **ARTICLE 23** **WAGE RATES**

Wage rates in effect as of March 31, 2003 shall be as provided in Appendix "A".

Effective April 1, 2003, wage rate schedule is provided in Appendix 1, attached, and further to be increased as of April 1, 2003 by the CPI-U for the greater Boston area plus one-percent (1%) for the year ended December 31, 2002 , Rates will be determined according to the October adjustments for budgetary purposes

Further adjustments, effective April 1, 2004, will be the CPI-U for the greater Boston area plus one percent (1%) for the year ended December 31, 2003.

Further adjustments, effective April 1, 2005 will be the CPI-U for the greater Boston area plus one percent (1%) for the year ended December 31, 2004.

Further adjustments, effective April 1, 2006 will be the CPI-U for the greater Boston area plus one percent (1%) for the year ended December 31, 2005.

Further adjustments, effective April 1, 2007 will be the CPI-U for the greater Boston area plus one percent (1%) for the year ended December 31, 2006 and further adjustments,

At no time will the adjustment be greater than seven (7%) percent. Movement from D.O.H. (Date of Hire) to E.O.P. (End of Probation) shall be effective upon successful completion of the probationary period. Progression from E.O.P. to Job Rate shall be at the rate of fifteen cents (\$ .15) per hour at six (6) month intervals after attainment of

E.O.P. rate except that if an adjustment of twenty cents (\$ .20) or less would result in attaining the Job Rate, then the employee shall be granted said increase as the final progression increase. Progression increases shall be in addition to wage increases as determined by the CPI-U stated above.

Paychecks will be distributed on the Thursday after the completed workweek. In the event that Thursday fall on a holiday, paychecks will be distributed on the prior day.

**ARTICLE 24**  
**UNIFORMS**

All bargaining unit employees will be required to wear a departmental uniform if the employee's job so requires during working hours. The uniform items listed below shall constitute the official uniform of the Municipal Services Department and there shall be no substitution of items by the employee or alterations of uniform.

The following items shall be issued to each employee by the Department and shall be subject to the replacement policy listed below:

ITEM	REPLACEMENT
5 Uniform SweatShirts	as Needed
11 Uniform Pants	as Needed
11 T-shirts	Annually in May

In addition to the replacement schedule, above, the department head may authorize early replacement of any item in the event of unusual wear or damage in the course of town employment. Uniforms shall be worn only while the employee is in the performance of his/her duties or commuting to and from such duties.

The town shall provide a boot allowance not to exceed seventy dollars (\$70.00) a year. It is intended that reimbursement will be for steel toe, "work boots" only. Employee will present receipt for such purchase before reimbursement is made. In the event the assignment/position requires protective clothing, such clothing will be provided by the town.

**ARTICLE 25**  
**EXPENSES**

Employees incurring expenses while on town business will be reimbursed in accordance with the prevailing town policy.

**ARTICLE 26**  
**DISCIPLINARY PROCEDURES**

An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Disciplinary action will normally be taken in the following order:

- (a) Verbal warning (will be followed up in a written format indicating that a verbal warning has been issued)
- b) Written warning
- (c) Suspension without pay
- (d) Discharge

The above sequence need not be followed if an infraction is sufficiently severe to merit a progressively higher level of discipline. Additionally, the town reserves the right to take disciplinary action in a manner consistent with the efficiency of operations and appropriate to the infraction involved.

**ARTICLE 27**  
**TUITION REFUND**

Courses which are a requirement of the job within a department shall be paid for entirely by the department. Employees will attend at their regular rate of pay and be reimbursed for mileage if a personal car is used. Full-time, regular employees taking courses which are related to, but not required for jobs are also eligible for a 66% tuition refund by the department within the limits of its budget. This includes books or lab fees. Employees will not attend in a pay status nor be reimbursed for mileage.

All courses must be approved in advance by the Board of Selectmen, satisfactorily completed with a grade of B or better. Upon completion, proof of payment and satisfactory completion must be presented to the Town Administrator for reimbursement under this policy. When a Federal or State program pays for part or all tuition, books and lab fees, the Town will reimburse the employee only for actual costs not reimbursed from other sources.

## **ARTICLE 28**

### **GRIEVANCE PROCEDURE**

The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances arising from an alleged violation, misinterpretation or misapplication with respect to one or more unit employees, of any provision of this Agreement.

Any employee having an individual problem involving the interpretation or application of any of the foregoing rules, policies, and the contract may seek adjustment in accordance with the following procedural steps. There shall, however, be no recourse for an employee discharged during a probationary period. The grievance procedure shall be as follows:

STEP 1 - The employee shall bring the grievance to the attention of a supervisor within five (5) workdays of the event or within five (5) work days of when the employee reasonably could have known of the event causing the grievance but in no case more than *thirty (30)* days following the event. The department head shall respond within five (5) workdays of receiving the grievance.

STEP 2 – If not satisfied with the decision of the department head, the grievant shall submit the grievance in writing to the Town Administrator within five (5) workdays of receipt of the department head's decision. The Town Administrator shall respond within fifteen (15) workdays of receipt of the grievance.

STEP 3 - If the employee feels that a further review is justified, notification to that effect and a statement of all the facts pertaining to the problem shall be made in writing to the Board of Selectmen within five (5) work days from the date the employee was informed of the Town Administrator's decision. The Board of Selectmen shall review the grievance and render a decision or schedule a hearing within five (5) workdays from the date submitted to them. If a hearing is scheduled, it shall be within fifteen (15) work days from the date of receipt by the Board of Selectmen and a decision rendered in writing within ten (10) work days thereafter. If any of the time constraints are not met in the above steps, then the grievance will automatically move forward to the next step.

STEP 4 - 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. The fees and expenses of the Arbitrator shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. It is expressly understood that either the Association or the Town may initiate informal action with the other party to resolve the grievance prior to going to arbitration.

Should either party for any reason decide to reconsider the grievance, the other party shall agree to cooperate in the reconsideration. However, failure to reach a settlement shall not prejudice the request for arbitration.

**ARTICLE 29**  
**NO STRIKE. NO LOCKOUT**

Under no circumstances will the Union cause, encourage, sponsor, or participate in any strike, sit down, stay in, sick out, work slowdown, withholding of services, or any curtailment of work or restriction or interference with the operations of the Departments or the Town of Ashland during the term of this agreement. The Town agrees not to invoke or sanction any lockout of the union employees during the term of this Agreement.

**ARTICLE 30**  
**MANAGEMENT'S RIGHTS**

The employer hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Hampshire and of the United States and shall not be deemed to be limited in any way in the exercise of the regular and customary functions of a public employer's management. Further, all rights which ordinarily vest in and are exercised by public employer's except such as are specifically relinquished herein are reserved to and remain vested in the employer. The employer retains the right to exercise managerial policy within its exclusive prerogative; to manage its affairs efficiently and economically including, but not limited to, the use of technology, employer's organizational structure and selection, assignment, number, direction and discipline of its personnel; to determine the methods and means of operations; to determine work schedules, work shifts and number of hours to be worked. Further, the employer retains the right to adopt, change, enforce, or discontinue any rules, regulations, procedures and policies not in direct conflict with any provisions of this Agreement, state or federal law as delineated under NH Revised Statutes Annotated or U.S. Code, as to continue public control of the Town of Ashland. This enumeration of management's rights shall not be deemed as to exclude other management rights not specifically enumerated and

the employer retains solely and exclusively all of its common law, statutory and inherent rights.

**ARTICLE 31**  
**SUBCONTRACTING**

The Town recognizes the concern of the Union in regard to contracting or sub-contracting work which results in a reduction of the work force. If the Town or a department of the Town covered by this Agreement changes its method of operations which involves contracting out work which is being performed by bargaining unit employees, the Town and/or department will give ninety (90) days notice to the Union of its intention. Furthermore, the Town will make every effort to absorb affected employees into other Town positions. In those cases where employees are not absorbed into Town positions, the Town and/or department will provide as much advance notice of pending layoff as reasonably possible.

**ARTICLE 32**  
**SEVERABILITY**

In the event that any article or section of an article of this Agreement is declared to be illegal, void, or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other articles and sections of article shall remain in full force and effect to the same extent that the article or section of an article declared to be illegal, void, or invalid have never been incorporated into this Agreement, except that the parties agree to meet within ninety (90) days to negotiate a substitute for the invalidated article or section thereof.

**ARTICLE 33**  
**DURATION**

This Agreement as executed by the parties is effective April 1, 2003 and shall remain in full force and effect until March 31, 2008 or until such time as a new Agreement is executed.

Renegotiation of this Agreement will be effective by written notice by one party to the other not later than August 1, 2007 or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after receipt of such notice.

In witness whereof, the parties hereto by their authorized representatives have executed this contract on this \_\_\_\_ day of \_\_\_\_\_ 2002.

For the Town:

Neale H. Bavis  
Chairman Board of Selectmen

DATE

For the Association:

Brian Mitchell  
Field Rep./ Negotiator  
SEIU

Timothy Paquette, President  
SEIU Local 1984

## Appendix A

Job Position	DOH	EOP	Job Rate
T/S Attendant	8.25	8.87	9.86
FT Water & Sewer Clerk/Sec	9.57	10.30	12.50
PT Electric Utilities Clerk/Sec	8.61	9.27	11.50
Mechanic	14.17	15.23	16.93
Electric Office Manager	9.78	10.51	13.00
Equipment Opt./Laborer	10.06	10.81	12.02
Linesman #1	15.50	16.38	18.00
Linesman #2	12.42	13.65	15.00
Linesman Apprentice	10.20	10.97	12.18
W/S Operator	10.03	10.78	11.99
W/S Supervisor	14.30	15.89	17.48*
Laborer	9.91	10.65	11.83
Highway Foreman	11.07	13.00	15.00*

\*Article 8 - Plus rate eliminated for these positions.