

AGREEMENT

BETWEEN



TOWN OF RAYMOND

AND



**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
Council 93, Local 863**

(April 1, 2019-March 31, 2024)

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AGREEMENT

THIS AGREEMENT is made and entered into by the Town of Raymond, New Hampshire, and the American Federation of State, County and Municipal Employees, Council 93, Local 863 representing certain Employees of the Town of Raymond, New Hampshire, who are members of the Bargaining Unit, as hereinafter defined.

THE PARTIES HERETO CONTRACT AND AGREE WITH EACH OTHER AS A RESULT OF COLLECTIVE BARGAINING AS FOLLOWS:

ARTICLE 1
DEFINITIONS

- 1.1 “Raymond” or “Town” means the Town of Raymond.
- 1.2 “Selectmen” means the Board of Selectmen of Raymond, or its duly authorized agents.
- 1.3 “Employee” means a regular, full-time or part-time Employee who is employed in a position in the Bargaining Unit certified by PELRB in the Modification Order dated December 11, 2014 who has successfully completed his or her initial probationary period hereunder, and who works for at least 32 hours per week.
- 1.4 “Part-time Employee” means a person hired to a position in the bargaining unit for at least 20 hours per week.
- 1.5 Any full-time Employee working 32 or more hours per week shall be considered as full time and eligible for all benefits contained in this collective bargaining agreement. This language shall not be construed as the union agreement to the reduction of any hours of any bargaining unit Employee currently working a regular schedule of 40 hours per week. Three (3) part time Employees currently receiving benefits have been grandfathered in.
- 1.6 “PELRB” means the Public Employee Labor Relations Board of the State of New Hampshire
- 1.7 “Personnel Policy” means the Town of Raymond’s Personnel Policy.
- 1.8 “Union” or “AFSCME” means American Federation of State, County and Municipal Employees, Council 93, Local 863.

ARTICLE 2
RECOGNITION

- 2.1 The Town of Raymond hereby recognizes the Union as the exclusive bargaining representative pursuant to RSA 273-A and PELRB certification G-0013 (Appendix A), for regular, full- and part-time Employees as follows:

Included Positions: Assessing Clerk, Payroll Clerk, Clerk, Secretary, Assistant Recreation Director, Story Time Coordinator, Library Aide, Custodian, Laborer, Equipment Operator/Truck Driver/Laborer, Equipment Operator/Truck Driver/Laborer/Mechanic, Water Service Technician and Foreman.

Excluded Positions: All other Employees of the Town

It is specifically agreed by the parties hereto that this Agreement applied only to regular, full-time and part-time Employees in the job classifications expressly included in the Agreement.

- 2.2 All newly hired Employees shall serve an initial probationary period of not more than six months, with an additional three months at the discretion of the Town Manager. Employees serving an initial probationary period are not entitled to representation by the Union and are not covered by this Agreement.
- 2.3 Upon successful completion of the initial probationary period and attaining full-time or part-time Employee status in one of the included job classifications, an Employee is entitled to be represented by the Union and covered by the Agreement. The Employee and AFSCME will be notified in writing when the probation period is complete.
- 2.4 Matters concerning Employees serving an initial probationary period are not subject to any grievances.

ARTICLE 3
COMPLIANCE WITH LAWS, NON-DISCRIMINATION

- 3.1 **Compliance with Laws.** The Union, the Employees and the Town agreed to abide by the term of applicable State and Federal laws and regulations and local ordinances, including, without limitation by reason of enumeration, those pertaining to military leave; workmen's compensation; and strikes and job action under RSA 273-A.
- 3.2 **Non-Discrimination.** The Town and the Union agree not to discriminate in any way against any individual with respect to hiring, compensation or terms or conditions of employment because of such individual's religion, race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status. Nothing in this Agreement will prohibit the employer from making reasonable job assignments and/or reasonable job assignments accommodation where such are necessary to comply with the American with Disability Act or an employment decision where age or physical conditions are bona fide qualifications for employment.

ARTICLE 4
MANAGEMENT RIGHTS

- 4.1 Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, or to the extent the issue has been determined by decisional law, all of the authority, power, rights, jurisdiction and responsibility of the Town and the Departments are retained and reserved exclusively to the Town and the Department Heads including, but not limited to, the right to manage the affairs of the Town and the Departments and to maintain and improve efficiency of its operations; to determine methods, means, processes, equipment and personnel, including technology, by which operations are to be conducted; to determine the size and direct the activities of the Departments' organizational structures; to determine the schedule, work week and hours of work and the assignment of Employees to work; to establish new job classifications and job duties and functions; the standard of services to be provided, and the standards of productivity and performance of Employees; to require from each Employee the efficient utilization of his/her services; to hire, promote, assign and retain Employees; and for just cause and reason to discipline, suspend, demote and discharge Employees; to promulgate and support reasonable rules and regulations pertaining to operations in accordance with the provisions of RSA 273:A. It is further agreed that this Article is not subject to any grievance proceeding.
- 4.2 Delivery of services to the public in the most effective and productive manner is of paramount interest and importance to the Town and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their respective responsibilities under this Agreement.

ARTICLE 5
NO STRIKES

- 5.1 No Employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out, or slowdown or any job action or activity which interferes with the normal operation of the Town or the withholding of services to the Town.
- 5.2 The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to in Section 5.1 above.
- 5.3 In the event of a work stoppage, picketing, or any other curtailment by the Union or the Employees covered hereunder, the Union, by its officers and agents, shall immediately declare such work stoppage, picketing or other curtailment to be illegal and unauthorized in writing to the Employees, and order said Employees in writing to stop the said conduct and return to work. Copies of such written notices shall be immediately furnished to the Town. The Union shall do everything in its power to obtain the return to work from said Employees.
- 5.4 In the event of any activity referred to in Section 5.1 above, any Employee(s) participating in it shall be subject to disciplinary action, up to and including immediate dismissal.

ARTICLE 6
UNION MEMBERSHIP, DEDUCTIONS

6.1 No Employee shall be required, as a condition of obtaining or retaining employment, to join or refrain from joining the Union. The Town agrees to deduct, from Employee payroll, Union dues for each Employee upon receipt of written authorization for union dues. Requests for deduction shall be in writing, signed by the Employee, on an authorization card supplied by the Union in a form acceptable to the Town. Deductions shall be made from the Employee's paycheck for the amount of dues for that month as certified by the Local Treasurer.

6.2 The Town agrees to pay over to the Business Manager for the Union, the amounts so deducted on a monthly basis. The Union shall promptly inform the Town of Raymond the correct name and address of the local Treasurer. Payment shall be sent by the 15th of the month for the previous month's deductions to: Business Manager, AFSCME Council 93, 8 Beacon Street, Boston, Massachusetts 02108.

The Town shall supply a list of all bargaining unit members to the Union. The list shall include the Employee's name, work location, title, rate of pay, date of hire, validated on a quarterly basis. In addition, the Town will notify the Union within 30 days if there is a change in status of an Employee in a Union position in electronic format (i.e. Microsoft Excel).

Town will schedule a 15-minute session for the Union to brief all newly hired Employees to a Union Position during the Town's new hire on-boarding process.

It is recognized that the negotiation for and administration of the Agreement entail expenses which appropriately should be shared by all Employees who are beneficiaries of the Agreement. To this end, if an Employee in the bargaining unit does not want to be a member of the Union, he/she 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 the union all expenses to the extent permissible by applicable law, prior to any representational duties taking place.

If an Employee has no check coming in any pay period, or if the check is not large enough after other deductions to pay dues or service payments, then no deduction is made for that Employee and no payment is required of the Town. In no case is the Town required to collect fines or assessments for the Union beyond regular dues or service payments.

6.3 Indemnification- The Union shall indemnify the Town and any Department of the Town and hold harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by any reason of, any action taken by the Town or any Department of the Town for the purpose of complying with the provisions of the Article.

ARTICLE 7
PROMOTIONS, TRANSFERS, HIRING

- 7.1 The Town has the sole right to hire personnel, fill vacancies and make promotions and transfers.

ARTICLE 8
SENIORITY

- 8.1 In this Article, "Department Seniority" means the length of time that an Employee has been continuously employed, full-time within the same department.
- 8.2 Until an Employee has successfully completed the initial probationary period, the Employee shall have no seniority status. An Employee, serving an initial probationary period, who becomes a regular, full-time Employee, shall have seniority computed from the date of original hire in the Department.
- 8.3 Layoffs: Part time and probationary Employees shall be laid off first, and then the least senior Employee within the department.

ARTICLE 9
HOURS OF WORK;

- 9.1 **Hours of Work:** The normal work week, work day, and lunch periods shall be established to comply with applicable State and Federal law. The Town shall provide one (1) paid 15 minute break for every 4 hours of continuous work. As may be allowed by law, the normal work week shall consist of 40 hours. Overtime rates shall take effect after 40 hours unless otherwise stated herein. Town rules shall establish the normal work week, work days and shift rotations. The Town shall have the right to implement the use of time clocks or equivalents, including corresponding policy, for use by Employees. Time sheets must be completed (front and back), signed and submitted each week by each Employee.
- 9.2 **Overtime:** Pay for work on overtime shall be at the rate of 1 and ½ times the Employee's then current regular, hourly rate. Overtime shall be worked as assigned, except for due cause. Overtime shall be based on the number of hours actually worked, however, credit in computing the regular work week shall be given for holidays recognized under section 11.3, vacation used in accordance with section 11.4, sick leave used contiguously with the conclusion of emergency operations (when released by the Department Head or Town Manager during normal work hours),-and bereavement used in accordance with section 11.16, which fall during the week. For example, should an Employee work forty-two (42) hours in a week that has a holiday the Employee shall be eligible for two hours of overtime pay. In an emergency, all able-bodied Employees are expected to work as may be assigned. Employees schedules shall not be altered to avoid the payment of overtime. However, management reserves the right to alter duty schedules based on safety of the Employees and or the public.
- 9.3 **Double Time:** The Town will pay double time for all the time worked after sixteen (16) consecutive hours of work. For this section, unpaid lunch periods shall be included as time worked in the calculation of time worked qualifying Employees for double time compensation.

Both parties agree to open a joint committee for the limited purpose of developing a winter operation budgeting and compensation strategies in June 2019. The re-opening is limited in scope to paragraphs 9.3 and 9.4 of this document. If the parties cannot reach a mutually agreed upon written resolution, then both parties will be bound to the current language of these paragraphs.

- 9.4 **Overtime Pay-Emergency/Winter Storm Operations**
- (a) All full-time Employees who are paid on an hourly basis shall earn overtime payment at the rate of time and one-half (1/2) during emergency operations for all hours worked until the emergency operations conclude (as deemed by Department Head or Town Manager).
- (b) The Town Manager, Department Head, or the designee on the Department Head's behalf, may require Employees to take time off after an extended period of hours

worked. This will not affect payment of time and one-half (1/2) for hours worked outside of normal working hours.

- 9.5 If no call personnel are available, any full-time department Employee may then be called to cover the shift utilizing the following general guidelines: A Recall List which in the opinion of the Department Head identifies the degree of expertise and skill for typical tasks and operations may be established (see attached). This List may be utilized when recalling Employees. The order in which Employees are recalled will be determined by the Department Head in view of what is in the best interest of the Town of Raymond.
- 9.6 On any day an Employee reports to work at Employer's request or is called in to report to work for emergency/winter storm operations, Employee shall not be paid less than two (2) hour's pay at his/her regular or overtime rate of pay accordingly; provided that if Employer makes a good faith effort to notify an Employee not to work, Employer shall not be liable to pay said minimum two (2) hour's pay.
- 9.7 No Employee may withdraw from a shift or detail that he/she signs up for without first making provisions for that shift or detail to be covered. There will be no split shifts.
- 9.8 The Water Department shall have one Employee on-call and shall compensate the Employee at the weekly rate identified in Table 1 below. On-call shall be distributed on a rotating basis among the water department classifications, including the Water Superintendent. The Employee shall be available Monday through Monday. While receiving Water On-Call, Employees are only eligible for the 2-hour overtime for notifications if they are required to physically report to a specified duty location. Employees receiving On-Call pay are ineligible from receiving more than one compensation at a time for being placed in an alert or an on-call status. In these circumstances the Employee would receive the higher of the rates available.

Table 1; Water On-Call Weekly Compensation Rates:

Year 1	Year 2	Year 3	Year 4	Year 5
\$150	\$200	\$225	\$250	\$275

ARTICLE 10
WAGES

- 10.1 For the period of this agreement, following approval of cost items by the Raymond Town meeting, the wage rates for the Employee's shall be as follows:

Effective April 1, 2019, the Town will budget the current hourly rate of pay for each bargaining unit Employee by three percent (3%) to be distributed through the Town's Performance Based System. at 2%, 2.5% and 3% increases. For Employees who fail to meet the defined Basic Employee Standards, a minimum increase of 50% of the region's C.P.I-U.* will be provided.

Effective April 1, 2020, the Town will budget the current hourly rate of pay for each bargaining unit Employee by three percent (3%) to be distributed through the Town's Performance Based System. at 2%, 2.5% and 3% increases. For Employees who fail to meet the defined Basic Employee Standards, a minimum increase of 50% of the region's C.P.I-U.* will be provided.

Effective April 1, 2021, the Town will budget the current hourly rate of pay for each bargaining unit Employee by three percent (3%) to be distributed through the Town's Performance Based System. at 2%, 2.5% and 3% increases. For Employees who fail to meet the defined Basic Employee Standards, a minimum increase of 50% of the region's C.P.I-U.* will be provided.

Effective April 1, 2022, the Town will budget the current hourly rate of pay for each bargaining unit Employee by three percent (3%) to be distributed through the Town's Performance Based System. at 2%, 2.5% and 3% increases. For Employees who fail to meet the defined Basic Employee Standards, a minimum increase of 50% of the region's C.P.I-U.* will be provided.

Effective April 1, 2023, the Town will budget the current hourly rate of pay for each bargaining unit Employee by three percent (3%) to be distributed through the Town's Performance Based System. at 2%, 2.5% and 3% increases. For Employees who fail to meet the defined Basic Employee Standards, a minimum increase of 50% of the region's C.P.I-U.* will be provided.

**C.P.I-U North East Regions 12-month average in the reporting period that*

is six (6) months prior to the final budget submission date.

In addition, for the period of this agreement, The Town of Raymond operates under two Employee compensation strategies: Accrued Buy-Out and Salary Compensation/Re-Baselining. Since these programs run concurrently while Accrued Buy-Out is replaced with the Salary Compensation Re-Baselining Employees have been placed in Tiers to identify the percent they are vested in each system and Leave Accrual rates are linked to the specified Employee Tier 1-5. In addition, Employees cannot receive more than 100% compensation in both programs. The amount/percentage for which an Employee is eligible in the Accrued Buy-Out system is deducted from the amount/percentage they are authorized to receive in the Salary Compensation Re-Baselining. Following approval of cost items by the Raymond Town Meeting, the Town of Raymond, in addition to the Performance Based System will consecutively fund the following Employee's compensation programs:

Re-Baselining: A onetime, one to five (1-5) year investment utilizing the Onboarding Schedule derived from the 2018 Wage Study to ensure all current Employees (identified by the Town Manager) are compensated in their base pay at no less than 85% of the study's identified average of pay for each position. Theses pay adjustments will occur incrementally not to exceed five (5) years. The percentage an Employee receives under this program directly linked the Tier system as outlined above and Town of Raymond Employee Policy. For those positions not covered under the study, or if there is determined to be a disparity between like positions, the Town Manger has the right to add these previously unidentified Employees to this initiative. The Town has the right to increase the wage figures in this chart annually to address administrative issues and account for increases to the cost of living based on the C.P.I-U North East Regions 12-month average in the reporting period that is six (6) months prior to the final budget submission date.

Effective April 1, 2019, the Town will budget at least \$4,500

Effective April 1, 2020, the Town will budget at least \$4,500

Effective April 1, 2021, the Town will budget at least \$4,500

Effective April 1, 2022, the Town will budget at least \$4,500

Effective April 1, 2023, the Town will budget at least \$4,500

Compression Readjustment: A one-time permanent adjustment to base wages, one to five (1-5) year investment utilizing the Onboarding Schedule derived from the 2018 Wage Study to ensure all Employees:

With over 10 years of full-time service to the Town of Raymond (identified by the Town Manager) are compensated in their base pay at no less than 90% of the study's identified N.H. average of pay for each position.

With over 15 years of full-time service to the Town of Raymond (identified by the Town Manager) are compensated in their base pay at no less than 95% of the study's identified N.H. average of pay for each position.

With over 20 years of full-time service to the Town of Raymond (identified by the Town Manager) are compensated in their base pay at no less than 100% of the study's identified N.H. average of pay for each position.

These pay adjustments will occur incrementally not to exceed five (5) years. The percentage an Employee receives under this program directly linked the Tier system as outlined above and Town of Raymond Employee Policy.

Effective April 1, 2019, the Town will budget at least \$4,500.

Effective April 1, 2020, the Town will budget at least \$4,500.

Effective April 1, 2021, the Town will budget at least \$4,500.

Effective April 1, 2022, the Town will budget at least \$4,500.

Effective April 1, 2023, the Town will budget at least \$4,500.

Employees in Tier 2-5 may make the irrevocable decision in writing to waive their participation in the Accrued Buy-Out system for 100% compensation under the Salary Compensation Re-Baselining.

ARTICLE 11
BENEFITS

- 11.1 **GENERAL POLICY:** Leave is authorized absence during regularly scheduled work hours that is approved by the proper authority. Leave may be authorized with or without pay and shall be granted in accordance with the following guidelines on the basis of the work requirements of the departments and, whenever possible, the personal wishes of the Employee.
- 11.2 **PROCEDURE FOR REQUESTING LEAVE:** All leave other than holiday, sick, injury or emergency leave must be requested and approved by the Town Manager or Department Head prior to taking the leave. In the case of illness, injury or emergencies, Employees shall notify the Department Head prior to the time set for their regularly scheduled working hours or as soon as possible thereafter.
- 11.3 **HOLIDAY LEAVE:** The Town of Raymond recognizes only the following days as holidays:

New Year's Day	Labor Day
Civil Right's Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day and the Day After
Independence Day	Christmas Day
½ day on Christmas Eve	½ day on New Year's Eve

On days which are recognized as holidays Employees shall be excused from all duty not required, in the opinion of the Town Manager, to maintain essential services. The Town Office Building will be closed on all of the above holidays. Employees shall not receive holiday pay for any period during which they are on layoff or other leaves of absences without pay.

1. **SATURDAY HOLIDAYS:** When any of the above holidays fall on a Saturday, the holiday will be observed on the preceding Friday.
2. **SUNDAY HOLIDAYS:** When any of the above holidays fall on a Sunday, the following Monday will be a legal holiday.
3. **WORK ON HOLIDAYS:**
 - A. Full-time and regular part-time Employees who are required to work on the above holidays shall be paid at their regular or overtime rate of pay, accordingly, for hours actually worked during normal duty hours on the holiday. In addition, they will receive the amount equal to the holiday they are entitled to (eight (8) hours or proration if regular part time) as holiday pay. All other hours worked outside of normal work hours on holidays shall be paid at the rate of double time.
 - B. Part-time Employees who are required to work on legally designated holidays (i.e. December 25th, Thanksgiving Day, July 4th, etc.) shall be compensated at the rate

of time and one half (1/2) of their regular pay. This shall not necessarily be the same days the regular Employees receive as “holiday” time.

11.4 VACATION LEAVE: All regular full-time and regular part-time Employees shall be entitled to vacation leave as herein stated.

Vacation leave is provided for the purpose of rest and recuperation with a view to future service in the best interest of the town, and as such all Employees with two (2) or three (3) weeks of annual leave must take this time off from work.

Vacation leave shall be based upon the normal hours worked by an Employee during a regular work week and years of continued service. Example – If an Employee is regularly scheduled to work five (5) hours per day, each “day” of vacation leave shall equal five (5) hours.

Employees shall earn vacation leave based upon their hire date. All Employees shall accrue vacation leave in accordance their specified Employee Tier identified in the chart below (Vacation Table below).

The total number of days that is recorded as vacation leave for each Employee, as held by the Finance Officer, shall be the total days available for the Employee on that date and all Employees shall accrue, from the date of adoption, the number of days per month according to their Months of Continued Service as stated below.

<u>MONTHS OF CONTINUED SERVICE</u>	<u>EIGHT HOUR WORK DAY</u>	<u>ACCRUAL RATE</u>
<i>0-48 MONTHS</i>	13 DAYS	1 ¹ / ₁₂ days per month
<i>49-108 MONTHS</i>	18 DAYS	1 ¹ / ₂ days per month
<i>109-168 MONTHS</i>	23 DAYS	1 ¹¹ / ₁₂ days per month
<i>169-228 MONTHS</i>	28 DAYS	2 ¹ / ₃ days per month
<i>229+ MONTHS</i>		2 ¹ / ₃ days per month plus 1 additional day per year

NOTE: ALL OTHER REGULAR PART TIME VACATION LEAVE WILL BE FORMULATED ACCORDINGLY (i.e. four-hour workday would be 1.00 hour per week for a total of fifty-two (52) hours per year of annual leave, etc.).

Table 2; Employee Tier System:

Employee Tier	Time in Continued Service
Tier 1	Employees with under 10 years as of 01 April 2019
Tier 2	Employees with more than 10 years but less than 15 years as of 01 April 2019
Tier 3	Employees with more than 15 years but less than 20 years as of 01 April 2019
Tier 4	Employees with more than 20 years but less than 25 years as of 01 April 2019
Tier 5	Employees with 25 years as of 01 July 2019

Table 3; Maximum Leave Carry Forward:

Employee Tier	Max Carry Forward
Tier 1, 2, 3 & 4	Annual x1
Tier 5	Annual x 1.5

Table 4; Maximum Employee Buy-Out:

Employee Tier	Max Leave Payout	Maximum Baseline/Compression
Tier 1	80 hours (<i>Vacation & Sick Leave</i>)	100%
Tier 2	320 hours (<i>Vacation & Sick Leave</i>)	74%
Tier 3	584 hours (<i>Vacation & Sick Leave</i>)	53%
Tier 4	996 hours (<i>Vacation & Sick Leave</i>)	19.5%
Tier 5	1236 hours (<i>Vacation & Sick Leave</i>)	0%

11.5. **VACATION SCHEDULING:** The Department Head will determine the annual vacation schedule of each Employee under his supervision, taking into consideration the best interests of the Town, the particular needs of the department, and desire of the Employee. A conflict in scheduling vacation leave among several Employees will be resolved by the Department Head on the basis of seniority, particular assignments of Employees, and upcoming department workload.

11.6 **VACATION LEAVE BUY-OUT UPON TERMINATION OF EMPLOYMENT:** Upon successful completion of their initial probationary period, Employees who are eligible for vacation leave and whose employment is terminated shall be paid an amount equal to all accrued vacation leave pay earned but not paid or taken, up to but not to exceed the allowable limits in the Employees' assigned Tier as identified in Table 4 under Article 11.4.

11.7 **DEATH OF EMPLOYEE ELIGIBLE FOR VACATION:** Upon the death of an Employee who is eligible for vacation, payment shall be made to the beneficiary as listed in the Employee's personnel records or life insurance application, in an amount equal to the vacation.

11.8 **VACATION AS SICK LEAVE:** Vacation time may be used by Employees in addition to, sick leave, with the approval of the Town Manager.

- 11.9 **SICKNESS WHILE ON VACATION:** With the approval of the Town Manager who may require a physician's statement, an Employee who becomes ill while on vacation may change those vacation days when ill to sick leave.
- 11.10. **INITIAL PROBATION PERIOD (I.P.P):** Upon successful completion of the I.P.P. period, annual leave may be taken at any time mutually agreed upon by the Employee and the Town. Cooperation is expected between Employee and the Town regarding when annual leave will be taken, but the final decision will be that of the Department Head as specified in Subsection 3 above. During a period of extreme hardship, Employees in probation may be authorized to use any form of leave when approved by the Department Head or Town Manager. If earned leave accrual does not cover the projected absence, the Employee may be placed on an unpaid status. Probationary periods will not be extended based on these approved absences.
- 11.11. **VACATION POLICY:** Accrued vacation leave may be taken all at once, several days at a time, in parts of days (minimum of 2 hours) subject to Subsection 3, (Vacation Scheduling) above. Employees with four or five weeks of accrued vacation may elect to remain on the job for the 4th or the 4th and 5th weeks, respectively, at the discretion of his or her department head. If the Employee is approved to remain on the job he/she will be entitled to his vacation leave pay in addition to his regular earnings.
- 11.12. **HOLIDAY DURING VACATION:** If a regular paid holiday occurs during the taking of accrued vacation, it will not be counted as a day of leave.
- 11.13. **SICK LEAVE:** Sick leave, whether paid or unpaid, shall not be considered a right which an Employee may use at his/her discretion, but shall be allowed only in the case of necessity and actual illness or disability of the Employee, or because of illness in the Employee's immediate family, or to take physical or dental examinations or other sickness prevention measures. A Department Head may authorize the use of sick leave for unplanned Employee hardships including but limited to unforeseen situations, without suffering loss of pay.
1. Accumulation-Each regular full-time or regular part-time Employee will earn one (1) equivalent sick day per month (recorded on the last day of the month). The maximum number of sick days that any Employee can accumulate at any one time during their employment is ninety (90) equivalent days.
 2. Immediate Family-Shall include the following family members: Spouse, child, mother, father, mother in-law, father in-law, or other relative living in the same household.
 3. Donation of Sick Leave: Upon a request received or initiated by the Human Resource Coordinator and approved by the Town Manager, Employees may donate portions of their sick leave to aid another Employee during a specified incident. Separating Employees are not eligible to donate hours beyond what they are authorized to receive a compensation for at the end of their employment period.

4. **Additional Family Leave - Any Employee requiring additional leave for the purpose of a birth of child (either/both parents), adoption of child, or immediate care of a parent may be granted up to Forty (40) hours of additional paid leave. The first twenty (20) hours of this program are used prior to the use of the Employee's sick leave or vacation time. An additional twenty (20) hours is available after an Employee has exhausted their sick leave and vacation time.**
5. **Reporting Absence-In order to receive compensation while on sick leave, the Employee shall notify the department head before the start of the regularly scheduled work day or as soon as possible thereafter.**
6. **Physician's Certificate-For absence under this section, the Town Manager or Department Head Manager may require evidence in the form of a physician's certificate showing the necessity for the absence and the expected duration.**
7. **Inclement and Emergency Weather Closings: It shall be the policy of the Town of Raymond that Town Offices and departments will be open to serve the public during normal business hours throughout the year. However, the Town Manager has the inherent authority to close Town offices, delay reporting, and suspend activities if it is deemed a risk to the public or its Employees.**
 - A. **If the Town Manager closes the Town Offices or delays reporting, Employees will not be charged sick leave for the uncontrolled absence.**
 - B. **If the Town offices are open and a non-First Responder Employee determines the conditions in their local area pose unsafe travel conditions, they may contact their Department Head for delayed reporting until conditions allow safe travel or remain at their residence if conditions do not improve. In these circumstances, Employees will be charged sick leave. The same policy applies for early departure.**
 - C. **If an Employee opts to delay report, stay home or early depart and the Town Offices are later closed the Employee will only be charged sick leave for the period of their absence when the Town Office was open.**
 - D. **For the purpose of this article, a First Responder includes those Employees identified by their Department Head or Town Manager, with reasonable notice, as critical to the immediate protection of life or property.**

11.14. SICK LEAVE BUY-OUT UPON TERMINATION OF EMPLOYMENT: Upon successful completion of their initial probationary period, Employees who are eligible for sick leave and whose employment is terminated shall be paid an amount equal to all accrued sick leave pay earned but not paid or taken, up to but not to exceed the allowable limits in the Employees' assigned Tier as identified in Table 4 under Article 11.4.

11.15. **WORK RELATED INJURY LEAVE:** Injury leave shall mean paid sick leave given to an Employee due to absence from work caused by an accident, injury or disease which occurs while performing, or as a result of having performed duties of their position. Sick leave may be used to supplement Workers Compensation Insurance payments for any regular and regular part-time Employee's pay who is absent due to an on-the-job injury to ensure a regular week's pay, but not to exceed it.

(1) Employees are responsible for immediately notifying their supervisor when an accident/injury/emergency occurs, but in no case later than the end of that work shift. If immediate supervisor is not available when an accident/ injury/emergency occurs, immediately notify Fire and Police.

(2) The supervisor is then responsible for seeing that a report of injury is filed with the Department Head and Town Manager immediately. The Town Manager through the Finance Director will then be responsible for filing the required state and insurance reports.

(3) In the case of a slight injury which requires only "first aid," the Employee and supervisor are still responsible for completing and filing an injury report with the Finance Director and the Town Manager. If the injury later requires medical attention, the Employee and supervisor should then notify the Finance Director and the Town Manager immediately that it has become a medical claim.

Employees shall notify their supervisor of non-work-related injuries (or a diminishment in their ability to perform their normally scheduled duties) prior to reporting to work."

11.16. **BEREAVEMENT LEAVE:** The purpose of bereavement leave is to enable an Employee to take care of personal arrangements caused by the death of an immediate member of his/her family and to relieve him/her of the concern over the loss of earnings on the regularly scheduled work days immediately following the death.

The Town Manager or Department Head shall grant, upon the request of a regular Employee, up to three working days bereavement leave without loss of pay upon the death in the Employee's immediate family, such as the Employee's spouse, mother, father, child, brother, sister, father in-law, mother in-law, grandmother, grandfather or other relative living in the immediate household and anyone who served as a legal guardian of the Employee or the Employee's spouse prior to their eighteenth birthday. Such leave may be used on nonconsecutive days by an Employee in order to reasonably attend to the loss of immediate family member.

One day off from work without loss of pay will be allowed for the death of a family member not listed above.

11.17. **COURT OR JURY LEAVE:** An Employee summoned to jury duty or for a Town related appearance before a court or other public body, not resulting from his/her own request or his/her violation of the law, will be granted a leave of absence with pay for the required period necessary to perform this duty. An Employee, who receives a jury notice or

subpoena to testify due to Town related matters, should notify his/her Department Head immediately.

An Employee will receive his regular salary when called to serve on a jury or to appear before a court on a Town related matter. An Employee who receives compensation from the court will be paid the difference between court pay and the Employee's regular pay. In the case of key Employee's, the Town reserves the right to request exemption from the requesting court.

11.18. **MILITARY LEAVE:** An Employee entering regular military service or military reserves will be provided a leave of absence (without pay, except as provided below) and will be entitled to all employment rights and other benefits provided for by federal and state law.

1. **Employee Responsibility:** It is the Employee's responsibility to: Notify his/her Department Head of the date(s) he is leaving for military service.
 - a. Provide written proof from military or selective service officials to the Town Manager, including date of departure and length of service required.
 - b. Submit a military pay voucher or military pay form to the Town Manager before any adjustment will be made. An Employee in the military reserve shall be paid the difference between compensation rates paid to the Employee by the department; provided that such payment by the department shall be limited to a period not to exceed fifteen working days in any twelve-month period and shall not include payment to members of the National Guard who may be mobilized during an emergency in the State. Supplemental payment will only be made for regularly scheduled work days.

11.19. **LEAVE FOR MATERNITY REASONS:** A leave of absence for maternity reasons may be granted on approval of the Town Manager for the period of incapacitation due to pregnancy and for any time after delivery needed to adjust or make arrangements for care of the child. Such absence may be treated as sick leave, vacation leave, leave without pay or a combination of the three.

Retention of Benefits-When the Employee is physically able to return to work Employee's regular position or a comparable position will be made available to Employee unless business necessity makes this impossible or unreasonable. Upon return from leave, Employee will resume the same seniority, status and benefits held before the leave.

11.20. **CRIME VICTIM EMPLOYMENT LEAVE ACT:** As set forth in RSA 275:61, an Employee who is a victim of a crime shall be entitled to unpaid leave from work so the Employee may attend court or other legal or investigative proceedings associated with the prosecution of the crime. An Employee exercising his or her rights hereunder shall first use his or her accrued sick time and vacation time after which such leave shall be unpaid. Before an Employee may leave work under this section, he or she shall provide the Town with a copy of the notice of each scheduled hearing, conference, or meeting that is

provided to the Employee by the court or agency responsible for providing notice to the Employee.

- 11.21. **TEMPORARY ALTERNATIVE DUTY POLICY STATEMENT:** In compliance with RSA 281-A:23-b, the Town of Raymond may provide temporary alternative work opportunities to all Employees disabled by a work-related injury or illness. As soon as the treating physician has released the Employee to lighter duties than the regular position requires, the Employee may be called upon to return to employment in a temporary alternative position. Such reassignment may be different duties or a different work schedule and may include assignments to a different department or position within the Town of Raymond.
- 11.22. **HEALTH INSURANCE:** The Town shall provide group health insurance for full-time Employees as of the effective date of this agreement the Town shall pay percent *ninety percent (90%)* of the premium and the Employee shall pay ten percent (10%) of the premium.

If the Town Manager determines that comparable coverage, with no decrease in the level of benefits under a different provider or program is available, the Town Manager may, in his/her sole discretion, switch health insurance coverage to the provider or program. In such event, the Town Manager shall provide the Union and the Employees with adequate advance notice of the proposed plan and shall fully consider any timely input or concerns related to thereto expressed by the Union or Employees prior to implementation of the change.

The Town shall have the ability to provide an "In Lieu-Of" option for all Employees who are covered by insurance from another source other than the Town. These Employees must provide satisfactory proof of coverage in a non-Town health insurance plan. Employees hired prior to April 1, 2019, upon proof of coverage, are eligible for a cash payment equal to 25% of the premiums for the highest plan they are eligible for, paid in weekly installments. Employees hired on or after April 1, 2019, upon proof of coverage, they become eligible for a cash payment equal to 25% of the single plan premium, paid in weekly installments. An Employee will not be eligible for such in lieu of insurance option where Employee opts out of Town provided insurance but receives insurance from the Town through an otherwise eligible relative who is an Employee of the Town.

The Town will ensure all Employee Flex Spend Plans have a minimum funded balance of five hundred dollars (\$500.00) on July 1 of each year.

If at any point any healthcare plan(s) offered under this agreement fails or will fail to comply with the Affordable Care Act, including subjecting the Town and/or the Union to an excise tax under Federal Law, referred to as the "Cadillac Tax", the parties agree to immediately re-open Article 11.22 of this CBA for the limited purpose of negotiating an alternative plan(s) that will not be subject to the "Cadillac Tax." In addition, in the context of re-opening 11.22, the parties agree re-open Article 9.2 regarding computing hours worked for purposes of overtime and Article 9.3 concerning double time.

- 11.23. LIFE INSURANCE: The Town provides full-time Employees with life insurance coverage based on one and one-half times the Employee's annual salary. Additional life insurance policies may be available for Employee, spouse and/or child at the Employee's expense, with the premiums to be handled through payroll deductions and remitted to the insurance carrier by the town for each Employee in the unit, with the Town paying the premium. The Employee shall provide such information, including designation of beneficiary, as may reasonably be required. Coverage will be standard accident, death and dismemberment coverage, not job related.
- 11.24. DISABILITY: The Town shall provide and pay the premium for long-term and short-term disability insurance programs for the Employees at present, in effect, benefit levels. The Employee shall provide such information, including designation of beneficiary, as may reasonably require.
- 11.25. RETIREMENT CONTRIBUTION: The Town shall continue to make contributions to the New Hampshire Retirement System as required by law.
- 11.26. EMPLOYEE EXPENSES: All Employees traveling on Town business, or using personal assets for Town purchases, shall be entitled to reimbursement of their expenses according to the following schedule:
 - Automobile Expenses: IRS rate per mile
 - Purchases: All verified expenses
 - Lodging & Meals: All reasonable expenses

All travel expenses must be itemized, with receipts attached, if possible, on a Town expense voucher, to be approved by the Department Head or Town Manager prior to reimbursement.
- 11.27. FAMILY AND MEDICAL LEAVE: The Town shall comply with the requirements of the Family and Medical Leave Act of 1993.
- 11.28. DENTAL INSURANCE: The Town makes available to full-time Employees a dental insurance plan. The coverage, type of policy, provider and Town participation will be proposed by the Town Manager, approved by the Selectmen, and subject to available funds as approved at the Annual Town Meeting. Employees wishing to pay for coverage of family members will pay the full cost of that additional premium.
- 11.29 BLOOD DONATION: Employees will be provided up to 3 hours every 120 days to donate blood during work time without the loss of pay or reduction in overtime entitlement.

ARTICLE 12
REQUIREMENTS OF EMPLOYEES

- 12.1 **TRAINING:** All Employees shall fully comply with all training requirements of their Departments. Off-duty personnel required to attend training shall be compensated for actual time worked during training.
- 12.2 **OFF DUTY CONDUCT OF EMPLOYEES:** Employees shall conduct their private and professional lives in such a manner as to avoid bringing discredit upon themselves and the Town. No Employee shall at any time be guilty of an act or omission which impedes, injures or hinders progress, welfare, efficiency or the good name of the Town.

ARTICLE 13
WORK RULES

- 13.1 The Town may prepare, insure and enforce rules and safety regulations necessary for the safe, orderly and efficient operations, which are not inconsistent with this Agreement or State and Federal laws. Employees shall comply with all safety rules and regulations established by the Town
- 13.2 To maintain a safe working environment and to enhance the image of the Town of Raymond, the Town will provide the following clothing to the members of the bargaining unit in the Public Works Department that are in a role that requires them to be engaged in shop, custodial or field operations.

Clothing provided by the Town of Raymond's uniform vendor and/or directly by the Town shall be worn and cared for as stipulated in the Standard Operating Guideline Number 007 as revised and with the issued date of September 23, 2015 (see attached).

Clothing provided by the Town of Raymond uniform vendor shall include:

- 1 light weight jacket
- 1 cold weather jacket
- Pants, not to exceed 11 pair
- Long sleeve shirts, not to exceed 11
- Short sleeve t shirts, not to exceed 11

Clothing provided by the Town of Raymond shall include:

In certain cases, at the discretion of the Director, shorts will be provided by the Town, not to exceed 6 pair and sweatshirts bearing the Town logo, not to exceed 3.

Safety gear required to perform duties assigned while at work (e.g. *safety glasses, gloves, lined yellow coat with high visibility reflective tape, safety vest with high visibility reflective tape, hard hat with face shield, chain saw chaps and rain gear*) *shall be provided by the Town.*

Members of the bargaining unit within the Public Works Department that are in a role that requires them to engage in shop, custodial or field operations requiring protective footwear shall be reimbursed \$200.00 toward the purchase of such footwear on an annual basis. To secure reimbursement, footwear type and style must be approved prior to purchase.

The Town shall provide up to two (2) pallets or 4,032 bottles of water annually for Employees during the regular work hour as well as any additional work hours for the purpose of ensuring Employee safety when they are assigned work activities away from a potable water source (e.g. construction, mowing, snow removal, outside details...).

ARTICLE 14
DISCIPLINARY PROCEDURES

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

- (a) Verbal warning
- (b) Written warning
- (c) Suspension without pay
- (d) Discharge

However, the above sequence need not be followed in an infraction is sufficiently severe to merit immediate suspension or discharge. 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.

ARTICLE 15
GRIEVANCE PROCEDURE

15.1 **Definition:** A Grievance is defined as any dispute arising under the terms of the Agreement.

Note: An Employee who has a complaint must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) business days exclusive of weekends and holidays. It is anticipated that nearly all complaints can be resolved immediately without grievance.

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, and the relief requested and the extent.

15.2 **PROCEDURE:**

Step One:

An Employee desiring to process a grievance must file a written statement of the grievance to their Department Head no later than ten (10) business days, exclusive of weekends and holidays, after the Employee knew the facts on which the grievance is based. The Department Head or their designee shall meet with the Employee within five (5) business days, exclusive of weekends and holidays, following receipt of the notice and shall give a written decision within ten (10) business days, exclusive of weekends and holidays, thereafter.

Step Two:

If the Union is not satisfied with the decision of the Department Head, it may file, within five (5) business days, exclusive of weekends and holidays, a written statement to the Town Manager setting forth the specific reasons why the Union believes the Agreement is being violated by the Town and the action in question. Within twelve (12) business days, exclusive of weekends and holidays, following receipt of the appeal, the Town Manager shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) business days, exclusive of weekends and holidays, following receipt of the appeal and written decision shall be rendered within five (5) business days, exclusive of weekends and holidays, thereafter.

Step Three:

If the Union is not satisfied with the decision of the Town Manager, the Union may file, within twenty (20) business days, exclusive of weekends and holidays, following the receipt of the decision of the Town Manager, a request for arbitration to the New Hampshire Public Employee Labor Relations Board (PELRB) under its rules and regulations. The decision of the Arbitrator shall be final.

15.3 The cost of the arbitrator shall be borne equally by the Town and the Union.

ARTICLE 16
PHYSICAL EXAMINATION/DRUG TESTING

The Town shall have the right to require a physical examination of any of the Employees either as a prerequisite to obtaining employment (after a conditional offer has been made) or as a condition of continuing employment. If a physician of the Town shall certify that the medical (physical or mental) condition of any Employee constitutes a danger to the health, safety or welfare to himself/herself or to others, this shall constitute grounds for temporary suspension or discharge. The Town shall have the right to require any Employee or applicant to submit to drug test(s), as required by the Town.

ARTICLE 17
SAVING CLAUSE

If any portion of this Agreement is found to violate State Law or Town ordinance or is found to be unlawful and unenforceable by any Court or competent jurisdiction, or has the effect of loss to the Town of funds made available through State or Federal law, rule or regulation; however, the remainder of this Agreement shall continue in full force and effect. The parties agree to meet to negotiate only that portion is affected, but neither party is required to make concessions to reach agreement.

ARTICLE 18
COLLECTIVE BARGAINING AGREEMENT

The items contained in this Agreement shall not become effective unless and until approved by the Raymond Town Meeting.

ARTICLE 19
ENTIRE AGREEMENT

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


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

ARTICLE 20
EFFECTIVE DATE, RENEWAL

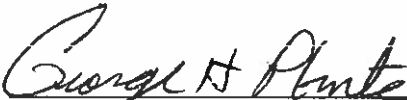
This Agreement shall be in effect from April 1, 2019, (the “Effective Date”) through March 31, 2024. No provision in the contract shall be given retroactive effect or interpretation, except as expressly provided. By mutual agreement, the parties may extend the terms of this Agreement, with or without modification as may be agreed by the parties. Either party desiring to extend this Contract or to enter negotiations for a new Contract upon the expiration hereof shall give notice thereof at least 120 days prior to the Raymond Budget Submission Date in the year following its expiration.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed, on the dates indicated, by their duly authorized officials or representatives.

TOWN OF RAYMOND
By Its Selectmen


John Barnes, Jr., Chairman


DATED: 1-7-19


George Plante, Vice Chairman

DATED: 1-7-19


Wayne Welch, Selectman

DATED: 1-7-19


D. Scott Campbell, Selectman

DATED: 1-7-19


Gregory Berns, Selectman

DATED: 1/7/19

AFSCME, COUNCIL 93, LOCAL 863


Richard Nunziato, President

DATED: 4-15-19


Kevin Hammond, Vice President

DATED: 4/15/19


Garrett Ennis, Chief Steward

DATED: 4/15/19


Steven Lyons, A.F.S.C.M.E. Council 93

DATED: 4/15/19