

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF PLAISTOW, NH

AND

TEAMSTERS LOCAL UNION NO. 633

OF MANCHESTER, NH

CONTRACT PERIOD

APRIL 1, 2023 THROUGH MARCH 31, 2026

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THE TOWN OF PLAISTOW
AND
TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE

April 1, 2023 to March 31, 2026

ARTICLE I- RECOGNITION OF THE BARGAINING UNIT

The Town recognizes Teamsters Local 633 of New Hampshire as the sole and exclusive bargaining agent for the members of the Union for the purpose of collective bargaining as to terms and conditions of employment pursuant to the provisions of RSA 273-A; in accordance with the certification and order issued by the New Hampshire Public Employee Relations Board by decision number 2010-193 dated March 31, 2010, and as modified by agreement of the parties.

Assessing Clerk, Health Officer, Recreation Director, Building Inspector/Code Enforcement Officer, Welfare Director, Deputy Tax Collector, Assistant Town Clerk, Highway Foreman, Highway Laborer, and Maintenance Worker/Custodian.

ARTICLE II - MANAGEMENT RIGHTS

Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making, functions, and authority connected with its responsibility to manage the affairs of the Employer or any part of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all functions, and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

- A. Without limitation, but by way of illustration, the exclusive functions, and rights of the Employer shall include the following, unless specifically modified by the terms of this Agreement.
1. To direct and supervise all, operations, functions and reasonable policies of the Employer in which the employees in the bargaining unit are employed,
 2. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
 3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.

4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by written work rule.
5. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards,
6. To assign and distribute work.
7. To assign shifts, workdays, hours of work, and work locations in accordance with the provisions set forth in this Agreement.
8. To determine the need for and the qualifications of new employees, transfers, and promotions not inconsistent with the terms of this Agreement.
9. To discipline, suspend, demote or discharge an employee for just cause.
10. To determine the need for additional educational courses, training programs, on-the-job training and cross training, and to assign employees to such duties for periods to be determined by the Employer not inconsistent with the terms of this Agreement.
11. To go to biweekly payroll if it so chooses. Direct Deposit will be offered to union members on the same basis as it is offered to other Town Employees.

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

ARTICLE III - EMPLOYEE RIGHTS

A. The Town of Plaistow shall provide equal employment opportunities to all persons in accordance with applicable federal and state laws (Title VII of the Civil Rights Act, RSA 354-A, etc.) for qualified employees and applicants without regard to sex, race, religion, national origin, sexual orientation, pregnancy, age, marital status, veteran status or mental or physical disability or other characteristics protected by law. The Town Manager shall serve as the primary coordinator on EOE compliance matters.

B. Upon individual authorization signed by the employee requesting dues deduction(s) the Town agrees to deduct from the pay of the member the authorized dues for Union membership, as certified to the Town by the Teamsters Local 633. Any initiation fees and all dues shall be remitted to the Union prior to the 20th of the month.

C. Said deduction should be made each pay period provided, however, that if an employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then and in that event, no collection of dues will be made for that pay period.

D. The Town will send the amount so deducted once a month to the Secretary-Treasurer,

Teamsters Local No. 633 of NH, P.O. Box 870, Manchester, NH, 03103.

E. The Union shall indemnify and hold harmless the Town should any dispute arise between the Union and the Town as a result of the administration of this Article.

ARTICLE IV - PROBATIONARY EMPLOYEE

The Probationary period is a timeframe during which an employee shall be evaluated to determine his/her suitability for employment or a promotion. Probationary employees may be discharged at any time with or without cause or advance notice and shall not be entitled to any appeal proceedings as set forth herein, except as otherwise noted herein. The minimum probationary periods shall be as follows, provided, however, the Town reserves the exclusive right to extend a probation period indefinitely as otherwise allowed by law, or until such time as a required certification is obtained, upon written notice to the employee:

- (a) Ninety (90) days from written notice of a promotion.
- (b) Six (6) months from date of hire (or new appointment) for employees whose positions do not require graduation from a public safety academy.
- (c) Town Manager may waive strict adherence to these procedures.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1

Definition - a Grievance is defined as a written dispute, claim, controversy or complaint which is filed and signed by the Union and which arises under the terms of this 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 two (2) regularly scheduled business days. It is anticipated that nearly all complaints can be resolved informally 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, the relief requested and the extent to which the grievant has sought an informal adjustment of the grievance.

Section 2 - Procedure

Step One - An employee desiring to process a grievance must file a written statement of the grievance to the Department Head no later than ten (10) business days after the employee knew the facts on which the grievance is based, or 10 days from the date of decision of the Supervisor per the Note in Article V, Section 1, and in no case more than thirty (30) days from the occurrence of the act by the Employer causing the grievance. The Department Head or his/her designee shall meet with the employee within ten (10) business days following receipt of the notice and shall give a written decision within ten (10) business days thereafter, unless an extension of this time frame is mutually agreed upon for the purposes of fact finding.

However, if an employee is aggrieved by a decision of the Town Manager, the employee may commence the grievance at Step 2.

Step Two - If the employee is not satisfied with the decision of the Department Head, he/she may file, within five (5) business days following the Department head's decision, a written appeal with the Town Manager setting forth the specific reasons why he/she believes the Agreement is being violated by the Employer action in question. Within twenty one (21) business days 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 thirty (30) business days following receipt of the appeal and written decision shall be rendered within five (5) business days thereafter.

Step Three - If the employee is not satisfied with the decision of the Town Manager, the Union may file, within five (5) business days following the receipt of the decision of the Town Manager, a Request for Appointment of Grievance Arbitrator with the Public Employee Labor Relations Board, pursuant to its rules. The decisions of the arbitrator shall be final and binding on the parties, subject to the provisions of New Hampshire RSA 542 as amended.

Section 3

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

Section 4

Failure of the Supervisor and/or Town Manager to hold a hearing or issue a decision on the grievance within the specified time frame shall permit the grievant to proceed to the next step. Failure to the grievant in any step of the procedure to appeal a grievance to the next step within the time limits set forth herein shall be deemed acceptance of the prior decision rendered.

Section 5

The grievant may be present at all steps of the procedure.

Section 6

The grievant has the right to be represented at any step of the grievance procedure as outlined in Section 2 of this Article, by a representative of the Union, either a Steward or the Teamster's Business Agent.

Section 7

Individuals called as witnesses shall be compensated by the party initiating the request for such service.

Section 8

No material related to a Grievance, filed under this Section shall be placed in the employee's Personnel File. All reprimands or discipline found to be valid under this grievance procedure may be placed in the individual's Personnel File.

Section 9

Records of Disciplinary Action

All records of disciplinary action shall remain part of an employee's personnel file. After the passage of 18 months, written warnings and records of verbal warnings will not be considered for the purposes of progressive discipline provided that no other discipline has been issued during that 18-month period of time. Employees may submit a written rebuttal for inclusion in the personnel file in the event that there is a dispute about any item(s) in the personnel file. Any and all unfounded complaints shall not be part of an employee's personnel file.

ARTICLE VI - WAGES AND SALARIES

- A. Effective April 1, 2023 salaries will be adjusted per the attached schedule
- B. Effective April 1, 2024, the wage structure shall be adjusted by 3.50%
Effective April 1, 2025, the wage structure shall be adjusted by 3.25%

Wage schedules are attached as Appendix A.

Cell Phone Stipend: \$30 per month shall be paid to the Highway Personnel for use of their personal cell phones. Personnel will be required to show proof of cellular phone bills prior to payment. Payments will be processed twice a year.

C. Longevity

Eligible full-time employees and part-time employees who work between 15 and 39 hours per week shall receive longevity pay as follows:

After 5 continuous years:	\$.14 per hour
After 10 continuous years:	\$.31 per hour
After 15 continuous years:	\$.41 per hour
After 20 continuous years:	\$.58 per hour
After 25 continuous years:	\$.73 per hour
After 30 continuous years	\$.84 per hour

For the purpose of this section, the commencement of the years of service shall be the date of hire with the Town. Employees shall be entitled to the longevity pay set forth above upon reaching the anniversary date for the above-referenced thresholds.

D. Part-Time Maintenance

Effective April 1, 2019 part time maintenance staff shall receive a \$2.00 an hour shift differential during special events. Which include Memorial Day Ceremony, Old Home Day, 9/11 Ceremony, Veteran's Day Ceremony, Weekly Summer concerts and Snow removal.

Health	2023			2024			2025			Code Enforcement			Highway Foreman			2023			2024			2025			Position	Current Step	Current	Prop. Wage Adj.				
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8					Step 1	Step 2	Step 3	Step 4
Health	Step 1	\$ 26.00	\$ 26.78	\$ 27.58					Step 1	\$ 36.00	\$ 37.03	\$ 38.19				Step 1	\$ 26.50	\$ 27.30	\$ 28.11					Health Officer	Step 1	\$25.00	3.65%					
	Step 2	\$ 26.78	\$ 27.58	\$ 28.41					Step 2	\$ 37.08	\$ 38.19	\$ 39.34				Step 2	\$ 27.50	\$ 28.11	\$ 28.96					Code Enf.	Step 1	\$34.61	4.02%					
	Step 3	\$ 27.58	\$ 28.41	\$ 29.26					Step 3	\$ 38.19	\$ 39.34	\$ 40.52				Step 3	\$ 28.11	\$ 28.96	\$ 29.83					Highway Foreman	Step 8	\$29.04	12.23%					
	Step 4	\$ 28.41	\$ 29.26	\$ 30.14					Step 4	\$ 39.34	\$ 40.52	\$ 41.73				Step 4	\$ 29.83	\$ 29.83	\$ 30.72					Highway Laborer	Step 8	\$21.50	22.99%					
	Step 5	\$ 29.26	\$ 30.14	\$ 31.05					Step 5	\$ 40.52	\$ 41.73	\$ 42.99				Step 5	\$ 29.83	\$ 30.72	\$ 31.64					Bldg. Super.	Step 3	\$26.50	6.09%					
	Step 6	\$ 30.14	\$ 31.05	\$ 31.98					Step 6	\$ 41.73	\$ 42.99	\$ 44.28				Step 6	\$ 30.72	\$ 31.64	\$ 32.59					Bldg. Main. Lab. 1	Step 8	\$20.22	15.57%					
	Step 7	\$ 31.05	\$ 31.98	\$ 32.94					Step 7	\$ 42.99	\$ 44.28	\$ 45.60				Step 7	\$ 31.64	\$ 32.59	\$ 33.57					Bldg. Main. Lab. 2	Step 2	\$18.60	5.27%					
	Step 8	\$ 31.98	\$ 32.94	\$ 33.92					Step 8	\$ 44.28	\$ 45.60	\$ 46.97				Step 8	\$ 32.59	\$ 33.57	\$ 34.58					Bldg. Main. Lab. 3	Step 3	\$15.91	26.69%					
Highway Laborer																								Dep. TC (Vacant)	Step 8	\$20.21	3.45%					
																								Dep. TX	Step 2	\$18.03	11.40%					
																								Asst. Town Clerk	Step 3	\$20.16	6.56%					
																								Recreation	Step 8	\$36.06	12.55%					
Highway	Step 1	\$ 21.50	\$ 22.15	\$ 22.81																					Highway Super.	Step 8						

Unit, TC	TX Deputy				Recreation			
	2023	2024	2025		2023	2024	2025	
Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8	\$ 19.50	\$ 20.09	\$ 20.69	Step 1	\$ 17.00	\$ 17.51	\$ 18.04	Step 1
	\$ 20.09	\$ 20.69	\$ 21.31	Step 2	\$ 17.51	\$ 18.04	\$ 18.58	Step 2
	\$ 20.69	\$ 21.31	\$ 21.95	Step 3	\$ 18.04	\$ 18.58	\$ 19.13	Step 3
	\$ 21.31	\$ 21.95	\$ 22.61	Step 4	\$ 18.58	\$ 19.13	\$ 19.71	Step 4
	\$ 21.95	\$ 22.61	\$ 23.28	Step 5	\$ 19.13	\$ 19.71	\$ 20.30	Step 5
	\$ 22.61	\$ 23.28	\$ 23.98	Step 6	\$ 19.71	\$ 20.30	\$ 20.91	Step 6
	\$ 23.28	\$ 23.98	\$ 24.70	Step 7	\$ 20.30	\$ 20.91	\$ 21.54	Step 7
	\$ 23.98	\$ 24.70	\$ 25.44	Step 8	\$ 20.91	\$ 21.54	\$ 22.18	Step 8
				\$ 20.25	\$ 20.86	\$ 21.48		
				\$ 20.86	\$ 21.48	\$ 22.13		
				\$ 21.48	\$ 22.13	\$ 22.79		
				\$ 22.13	\$ 22.79	\$ 23.48		
				\$ 22.79	\$ 23.48	\$ 24.18		
				\$ 23.48	\$ 24.18	\$ 24.90		
				\$ 24.18	\$ 24.90	\$ 25.65		
				\$ 24.90	\$ 25.65	\$ 26.42		

Retiree	Assessing			HMV Super		
	2023	2024	2025	2023	2024	2025
Step 1	\$ 22.10	\$ 22.76	\$ 23.45	\$ 19.00	\$ 19.57	\$ 20.16
Step 2	\$ 22.76	\$ 23.45	\$ 24.15	\$ 19.57	\$ 20.16	\$ 20.76
Step 3	\$ 23.45	\$ 24.15	\$ 24.87	\$ 20.16	\$ 20.76	\$ 21.38
Step 4	\$ 24.15	\$ 24.87	\$ 25.62	\$ 20.76	\$ 21.38	\$ 22.03
Step 5	\$ 24.87	\$ 25.62	\$ 26.39	\$ 21.38	\$ 22.03	\$ 22.69
Step 6	\$ 25.62	\$ 26.39	\$ 27.18	\$ 22.03	\$ 22.69	\$ 23.37
Step 7	\$ 26.39	\$ 27.18	\$ 28.00	\$ 22.69	\$ 23.37	\$ 24.07
Step 8	\$ 27.18	\$ 28.00	\$ 28.84	\$ 23.37	\$ 24.07	\$ 24.79
Step 1	\$ 33.00	\$ 33.99	\$ 35.01	\$ 33.00	\$ 33.99	\$ 35.01
Step 2	\$ 33.99	\$ 35.01	\$ 36.06	\$ 33.99	\$ 35.01	\$ 36.06
Step 3	\$ 35.01	\$ 36.06	\$ 37.14	\$ 35.01	\$ 36.06	\$ 37.14
Step 4	\$ 36.06	\$ 37.14	\$ 38.26	\$ 36.06	\$ 37.14	\$ 38.26
Step 5	\$ 37.14	\$ 38.26	\$ 39.40	\$ 37.14	\$ 38.26	\$ 39.40
Step 6	\$ 38.26	\$ 39.40	\$ 40.59	\$ 38.26	\$ 39.40	\$ 40.59
Step 7	\$ 39.40	\$ 40.59	\$ 41.80	\$ 39.40	\$ 40.59	\$ 41.80
Step 8	\$ 40.59	\$ 41.80	\$ 43.06	\$ 40.59	\$ 41.80	\$ 43.06

ARTICLE VII - HOURS OF WORK

Except as designated by department heads with the approval of the Town Manager, the normal work week for Town employees shall be five days, Monday through Friday and four days, Monday through Thursday for the Highway Department during the summer months. The specific hours of work for each employee will be determined by their department head, with the approval of the Town Manager. The normal work week shall be forty (40) hours; however, longer hours may be required by virtue of Department schedules or for salaried (exempt) employment. The Town reserves the right to change the schedule based on emergencies, unforeseen circumstances and events such as Old Home Day that falls on a Saturday, and need to have staff work on this Friday.

ARTICLE VIII-OVERTIME

Overtime Pay

- A. All hourly employees (except as noted below) shall be entitled to be paid at the rate of one and one-half times their respective regular rates of pay for all hours worked in excess of forty (40) hours in a seven (7) pay period. For purposes of calculating overtime, up to eight (8) hours of earned time can be treated as "hours worked" in any given pay period. This time, where the employee is actually working and performing their duties in excess of forty (40) hours in the seven day work period (Sunday through Saturday). Except as noted in Paragraph C below or as otherwise exempt under FLSA (to include salaried and seasonal employees). For purposes of computing overtime, sick time, vacation time and holidays, but not personal time, shall be counted as hours worked.
- B. In lieu of overtime pay, an hourly employee may request compensatory time (to be indicated on the weekly time sheet) at a rate of one point five (1.5) hours earned for every hour worked over forty (40), provided, however, that no employee may accumulate more than forty (40) hours of compensatory time. Any compensatory time that is unused at the end of the year shall be paid out at the appropriate rate of pay in the final paycheck of the year.
- C. The requirement to work overtime shall be a condition of full-time hourly employment for all employees. Supervisors may schedule and order employees to work overtime as the needs of the Department require. Employees who refuse to work when ordered in for overtime or who repeatedly refuse overtime or fail to make themselves available to report to work when needed shall be subject to discipline, up to and including discharge.
- D. On Call: The Parties acknowledge that on-call hours are due, in part, to anticipated inclement weather, for which there may not be advanced notice. The Highway Supervisor may schedule one or more employees as on-call when, in the Highway Supervisor's opinion, it is anticipated that there will be need for such employees outside of regular work hours. The Highway Supervisor will, to the extent possible, strive to provide employees with twenty-four (24) hours notice that the employee is scheduled to be on-call. Employees designated as on-call will be compensated for two (2) hours at their regular rate of pay for each 24-hour period that the employee is on call during the weekday (0000 on Monday through 2359 on Friday) and three (3) hours at their regular rate of pay for each 24-hour period that the employee is on-call during a weekend day (0000 Saturday through 2359 Sunday). If the period of an on-call shift falls, in part, on a weekday and, in part, on a weekend, the employee will be paid for two and a half (2.5) hours at their regular rate of pay.

An employee that is on-call shall be available by phone and shall report to work within one (1) hour of being called-in by the Highway Supervisor to report for duty. If the employee does not pick-up when called, the Highway Supervisor shall leave a message or send a text message to the employee of when the employee shall report for work. On-call employees shall not refuse to report for duty, and the failure or refusal to report to work upon being called-in shall result in the forfeiture of on-call pay under this paragraph. Employees informed to report to work shall be subject to the Callback provisions of this Agreement.

Call Back

If a non-exempt employee is called back to work, as opposed to working longer on a shift, and above their regularly scheduled daily hours, they would receive two (2) hours minimum pay. If an employee works over two hours, but less than four hours, they would be paid a four-hour minimum. An employee will not receive call back pay if they work overtime hours immediately before or after their regular work hours. In such cases, the employee will only be paid for the actual hours worked.

ARTICLE IX - INSURANCE

- A. Health and Dental Insurance. The Town agrees to begin participation in Allegiant Care effective July 1, 2023. The town agrees to pay 85% of the cost. The premium cost shall not increase more than 8% annually. Total monthly premiums as of July 1, 2023 will be:

<u>Employee-</u>	\$974.00
<u>Employee Plus One-</u>	\$2,047.00
<u>Family-</u>	\$2,598.00

The above referenced amounts are subject to adjustment year-over-year as the cost of health insurance is adjusted by the above-referenced provider, provided that the Town shall be responsible for 85% of the cost of such insurance.

- B. Short-Term Disability Income Protection. The Town will provide short-term [up to twenty-six (26) weeks] disability income protection for regular full-time employees, at no cost to the employee, in accordance with the terms of the carrier. However, it shall be understood that such payments do not obligate the Town to maintain an employees' employment status and benefits status if the employee has exhausted all available medical leave.
- C. Long Term Disability Income Protection. The Town will provide long-term disability income protection for regular full-time employees, at no cost to the employee, in accordance with the terms of the carrier. However, it shall be understood that such payments do not obligate the Town to maintain an employees' status and benefits except as otherwise set forth in Town Personnel Policies.
- D. Life Insurance. The Town shall provide regular full-time employees, with fully paid group life and accidental death & dismemberment insurance in an amount equal to (1.5) times the annual base salary, up to a maximum of \$100,000 in accordance with the terms of the carrier.
- E. Flexible Benefit Plan. The Town will offer regular full-time employees an IRS recognized Flexible Benefit program to include a health care reimbursement plan (up to \$2,500) and a dependent care reimbursement plan (up to \$5,000) in accordance with rules established by federal law, subject to such limitations as may be set by the Board of Selectmen.

- F. **Health Insurance Buyout:** Regular full-time employees may elect not to receive health insurance through the Town pursuant to Article IX, Paragraph A. Employees who elect not to receive health insurance shall be eligible for a Health Insurance Buyout in the amount of 50% of the Town's portion of the health insurance premium for the coverage for which the employee is eligible. Such health insurance buyout shall be paid to the employee in monthly installments during the first pay period of each month and shall continue for so long as the Employee remains eligible for such buyout. To be eligible for the health insurance buy-out the Employee must provide proof of alternate insurance that is provided by an entity other than the Town.

ARTICLE X – HOLIDAYS

- A. The following shall be considered as paid holidays for all regular full & Part time employees:

New Year's Day	(January 1)
Civil Rights Day	(3 rd Monday in January)
President's Day	(3 rd Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(1 st Monday in September)
Columbus Day	(2 nd Monday in October)
Veterans' Day	(November 11)
Thanksgiving Day	(4 th Thursday in November)
Day after Thanksgiving	(Day following Thanksgiving)
Christmas Day	(December 25 th and the day following or prior to the holiday*)

- B. In the event an hourly employee is called in to work on a holiday by the Department Head or is scheduled to work on a holiday, he/she shall be paid in accordance with the provisions of Section VIII.8 (Call Back Pay) in addition to the holiday pay. Salaried employees required to work on a holiday shall be entitled to an alternate day off to be scheduled in the same manner as a vacation day.
- C. In the event a holiday falls on a Saturday, the Town shall declare the holiday to be on the preceding Friday. In the event a holiday falls on a Sunday, the Town shall declare the holiday to be on the following Monday. (The Town Manager shall strive to establish and post notice of the holiday schedule prior to January 15th of each year.) [NOTE: employees who are not normally scheduled to work on Mondays shall be paid for such holidays, subject to the conditions set forth herein.]
- D. Payment for holidays will be made only if an employee has worked the scheduled day prior to and the next scheduled workday after such holiday, except when an employee is authorized by the Department Head to use vacation leave or upon irrefutable proof of an illness.

- E. *Christmas Day and the day before or after (depending upon the day of the week on which Christmas Day falls each year- announcement of the day will be made by the Town Manager on or before November 15, to allow employees time to make holiday plans in advance).
- F. In the event a part time employee is scheduled to work on a holiday by the Department Head or is scheduled to work on a holiday, he/she shall be paid in accordance with their normal work hours. Salaried employees required to work on a holiday shall be entitled to flex time.

ARTICLE XI- PAID TIME OFF

- A. Employees may be granted up to five (5) days of paid bereavement leave upon the death of a spouse or a (Step) child upon approval by the Town Manager.
- B. Employees may be granted up to three (3) days of paid bereavement leave upon the death of other members of the immediate family upon approval by the Town Manager. Immediate family shall include (in addition to spouse and (step) child) the following: (step) mother, (step) father, (step) brother, (step) sister, (step) grandmother, (step) grandfather, (step) grandchild, ward, or relative residing in the employee's home.
- C. Employees may be granted up to one (1) day of paid bereavement leave for the purpose of attending a funeral or memorial service in the event of death of a sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt, uncle or some other person under special circumstances as may be approved by Earned Time.
- D. The Town agrees to pay any full-time employee who serves as a juror the difference between earnings as a juror and their average straight time hourly wages which would have been realized had the employee worked regular work hours. Employees who are subpoenaed to testify in court or before boards/commissions in legal proceedings involving the Town, shall be paid for time spent testifying based on the employee's regular rate of pay, the employee is expected to report for duty each day when released from jury duty or witness duty.

ARTICLE XII - VACATION

Effective January 1, 2015, full time employees covered by this Agreement will earn vacation leave in accordance with the following schedule. Part time employees will earn pro-rated vacation based on their work schedule (percentage of 40 hour work week).

Period of Employment	Accrual Rate Per Month	Total Annual Vacation
0-12 months	3.3	40 hours
13-60 months	6.66	80 hours
61-120 months	10	120 hours
121-240 months	13.33	160 hours
241 months+	16.67	200 hours

An employee shall carry over up to 120 hours of accrued unused vacation into the following calendar year. Any vacation hours accrued but unused and not carried over shall be paid out to the employee at the end of the calendar year.

The Highway Supervisor shall allow one (1) employee to take one (1) vacation leave for a period of up to five (5) consecutive work days between December 1 and March 15. Once a vacation has been granted it may not be cancelled except by mutual agreement between the Town and the Employee. An employee that is on a vacation leave subject to this paragraph shall not be designated as being on-call until after the start of his first scheduled workday back from vacation leave.

Up to forty (40) hours of vacation in any calendar year may be used in increments of one day (8 hours), All other vacation must be used in weekly increments, unless otherwise authorized by the Department Head.

Employees who leave Town employment for any reason other than cause shall be paid for their unused vacation time.

ARTICLE XIII - PERSONAL LEAVE

Effective January 1, 2015, each full time employee covered by this Agreement will receive two (2) personal days (16 hours). Personal days may be used in increments of not less than four (4) hours. Part-time employees who work at least 15 hours per week shall receive a pro-rated amount of personal leave. For example, an employee regularly scheduled to work 20 hours shall receive eight(8) hours of personal leave.

Employees requesting to use personal leave shall provide their department head with as much advance notice as possible. Use of personal leave may be denied if it will unduly disrupt departmental operations. Unused personal days may not be carried over into the following year. Employees will not be paid for unused personal days at year's end or upon separation from employment.

ARTICLE XIV - SICK LEAVE

Each employee shall be entitled to accumulate and to use, as hereinafter set forth, eight (8) hours of sick leave with pay, designated hereafter as "sick time," in each full month he/she shall have been employed by the Town. Part time employees shall accumulate this benefit on a pro-rated basis. For example, an employee regularly scheduled to work 20 hours shall accrue (4) hours of sick leave. Employees may also use sick leave for the illness or injury of an immediate family member, defined as the employee's parents, spouse, and child(ren). Employees may also use sick leave for their own or their immediate family members' doctor appointments.

Each employee shall be permitted to accumulate up to 160 hours of sick time. Employees shall be credited with any sick time hours accumulated prior to the effective date of this Agreement. Employees whose sick time hours already exceed 160 hours shall not accrue any additional sick time until and unless their accumulated sick time falls below 160 hours.

Prior to December 15 of each contract year, employees may cash in accrued sick leave hours in excess of 48 hours, which shall be paid in the pay period following the date of the cash in request.

If possible, the employee shall notify his/her department head at least twenty-four (24) hours prior to hospitalization or other treatment upon such written forms as the Town shall designate, which notice shall be submitted by the department head for approval. In the event that the illness, injury, or hospitalization prevents the employee from giving advance notice, the employee or his/her family shall notify the department head within two (2) hours after the time set for the beginning of the employee's normal work day.

Sick time shall not accrue to any employee who does not work due to illness or injury during an entire calendar month. This clause shall not apply to an employee unable to work due to a work-related injury or illness.

Employees who separate from Town employment for any reason other than cause and who provide the Town with a minimum of two (2) weeks' notice shall receive payment for their unused sick time. Employee sick time accrual amounts shall be shown on the employee's pay stub.

In absences of illness of three (3) days or more, the Town may require substantiation through a physician's certification delivered to the Department Head or his or her designee.

ARTICLE XV - LEAVE OF ABSENCE

FMLA-The Town shall follow the mandates of the Family Medical Leave Act, established under Federal law, as outlined in the Town's Personnel Policies.

Maternity - The Town will provide maternity/paternity leave to employees as a supplement and in addition to FMLA benefits as otherwise set forth in RSA 354-A:7, VI; upon written request for extended leave to be accompanied by a doctor's note.

Military - Employees who voluntarily or involuntarily serve in the United States armed forces or National Guard (collectively referred to as "uniformed services") will be provided with leaves of absence for service or training in accordance with the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA"), as outlined in the Town's Personnel Policies.

Unpaid Leave

In the event an employee has exhausted all forms of eligible paid leave, the Town Manager may, at his/her sole discretion, grant an unpaid leave of absence to an employee upon written request due to an emergency or extenuating circumstances not covered by FMLA or any other applicable law. Such leave shall normally be capped at sixty (60) days; however the Town Manager may grant an extension in the event of extreme conditions when doing so is in the Town's best interests.

Any employee requesting a leave of any length may be required to submit documentation of the reason for the leave. The decision of the Town Manager and any conditions that may be imposed in approving such a request shall be final and not subject to the grievance proceedings. Employees shall not be eligible to earn or accumulate any forms of paid leave (e.g., vacation, sick, holidays, etc.) when granted an unpaid leave of absence that extends beyond the benefit periods authorized under FMLA. An employee who fails to return to work as scheduled or an employee found to be working for someone else, unless approved as part of the original request, during an unpaid leave of absence shall be subject to immediate discharge. Employees who have exhausted all forms of leave and are unable to return to work shall be considered to have voluntarily resigned their position.

ARTICLE XVI - WORKER'S COMPENSATION

Workers' Compensation is provided by New Hampshire statute and administered by a company of the Town's choosing.

ARTICLE XVII - SAFETY

Employees shall be required to comply with all safety rules established by the Town, including, but not limited to, the rules and procedures set forth in the WRITTEN SAFETY PLAN FOR EMPLOYEES OF THE TOWN OF PLAISTOW, and the directives of supervisors, Department Heads and the Town Manager of the Town of Plaistow. A copy of the Town's current Summary Safety Plan shall be provided to the Union.

ARTICLE XVIII - SAVINGS CLAUSE

Any and all working conditions not specifically modified by this Agreement shall be governed by the Town's Personnel Plan.

ARTICLE XIX- DURATION

- A. This Agreement shall be effective on April 1, 2023 and shall expire on March 31, 2026.
- B. Either party may re-open the contract for the exclusive purpose of renegotiating Article IX (A) (Health Insurance). Except as provided in Article IX(A), there shall be no unilateral changes in the negotiated health insurance plan.

ARTICLE XX – 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. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties as to contents contained herein and concludes collective bargaining (except as otherwise provided herein) and no other agreement, understanding, or past practice exists, except as is specifically set forth in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 2 DAY OF October 2023.

FOR THE TOWN OF PLAISTOW


William Coya, Chair



Jay Deroche, Vice-Chair



Darrell Britton, Member

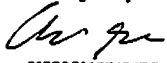

Jonathan Gifford, Member


Tammy Bergeron, Member

TEAMSTERS LOCAL 633 OF MANCHESTER, NEW HAMPSHIRE

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Jeffrey Padellaro, Secretary Treasurer

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William R. Cahill, Jr., Esq. Business Agent

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