Collective Bargaining Agreement

Between

The Town of Derry, New Hampshire
and
Teamsters Local #633

For the Period
July 1, 2016 through June 30, 2021

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AGREEMENT

THIS AGREEMENT is made and entered into by the Town of Derry (hereinafter called the Town) and Teamsters Local #633 (hereinafter called the Union) representing the bargaining unit employees of the Department of Public Works, which includes the Divisions of Buildings & Grounds, Highway, Parks, Police Mechanic, Recreation, Transfer Station, Vehicle Maintenance, Water, and Wastewater.

WITNESSETH

Whereas the Union is certified by the NH Public Employees Labor Relations Board as the exclusive representative of the unit employees of the Town who are in the aforementioned departments;

Now therefore the parties hereto contract and agree with each other as a result of collective bargaining as follows: The Union represents all unit employees for the purpose of bargaining with respect to wages, hours, and other conditions of employment as defined by statute RSA 273:A-1 (XI); and

The Union agrees for itself and its members that they will individually and collectively perform loyal and efficient work and services and use their influence and best efforts to promote and advance the interest of the taxpayers of the Town of Derry, New Hampshire; and

Under no circumstances will the Union cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick out, work slowdowns, withholding of services or any curtailment of work or restriction or interference with the operation of the Town during the term of this agreement.

ARTICLE I – NON-DISCRIMINATION

The Town and the Union agree that the provisions of this Agreement shall be applied to all employees without discrimination due to age, sex, transgender status, race, color, creed, marital status, physical or mental disability, national origin, sexual orientation, religious belief, any other legally protected classification or membership or non-membership in the Union. Reasonable accommodation, as required by law, will be made regarding the employment of disabled individuals.

ARTICLE II – RECOGNITION

2.1 The Town hereby recognizes that the Union (Teamsters Local #633) is the sole and exclusive representative of all employees whose positions are contained within the certified Public Works bargaining unit (PELRB Case # G-0051, Decision # 2008-007). Temporary and part-time employees are excluded. (Part-time equals less than thirty (30) hours per week.)

2.2 All bargaining unit employees, following successful completion of their probationary period, must join the Union or, within thirty (30) days of the date, pay to the Union an agency fee, the amount of which shall be determined by the Union and must not exceed the cost of Union dues. Agency fees are payroll deductible. Procedures outlined in 2.3 apply.

Any employee refusing to pay the agency fee will be terminated from employment.

2.3 The Town agrees to withhold the weekly deduction of dues or agency fees from each employee who has completed the probation period and signed an authorization card and send said dues monthly to the Treasurer of Teamsters Local #633, by the 20th of the following month. The Town agrees to withhold employee authorized initiation fees and remit to Teamsters Local #633. However, if any employee has no check coming to him/her or the check is not large enough to satisfy the assignments, then and in that event, no collection will be made from said employee for that week.

2.4 Further, upon individually written authorization of the Union employees and approved by the Union President, the Town agrees to deduct from each employee contributions to D.R.I.V.E. and deliver same to the Union and Treasurer.

ARTICLE III – PROBATION

Each new or rehired bargaining unit employee shall serve a probationary period of six (6) months. (This shall not apply to employees recalled from layoff.)

Until a new employee has served the six month probationary period, he/she has no seniority status and may be discharged or laid off without cause. Such discharge or layoff shall not be subject to the grievance procedure.

ARTICLE IV – MANAGEMENT RIGHTS

4.1 The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this agreement are retained in the sole discretion of the Town whose right to determine and structure goals, purposes, functions, and policies of the Town without prior negotiation with the Union and without being subject to the grievance and arbitration procedures of this agreement shall include but not be limited to the following: (a) the right to direct employees; to determine qualifications, promotional criteria, hiring criteria, standards for work, and to hire, promote, transfer, assign, retain employees in positions; and to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this agreement including grievance and arbitration; (b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; (c) the right to take such action as in its judgment it deems necessary to maintain the efficiency of the Town's operation; (d) the right to determine the means, methods, budget, and financial procedures, and personnel by which the Town's operations are to be conducted; (e) the right to take such actions as may be necessary to carry out the missions of the Town in case of emergencies; (f) the right to make rules, regulations and policies not inconsistent with the provisions of this agreement and to require compliance therewith, and (g) the right to subcontract.

4.2 It shall also be the right of the Union, however, to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this agreement as a result of management exercising the above mentioned rights, whenever such grievances exist.

ARTICLE V – UNION BUSINESS

5.1 The Union shall provide the Town with the names of the employees holding Union Office.

5.2 Town employees acting as representatives of the Bargaining Unit shall be given a reasonable opportunity to meet with the Town, or its designees, during working hours without loss of compensation or benefits.

5.3 A maximum of two (2) Union employees shall be allowed an annual leave of absence of up to two (2) days without loss of pay to attend to Union-related business, such as attending a convention.

5.4 Every effort will be made to schedule negotiating sessions at a time which does not conflict with the scheduled work of employees who are members of the Union's collective bargaining team. In the event that employees, not to exceed two in number, who are members of the Union's negotiating team, are scheduled for work at a time during which a collective bargaining meeting will be held, said employees will be permitted to participate in negotiations without loss of pay.

ARTICLE VI – MAINTENANCE OF MEMBERSHIP

6.1 Each member of the bargaining unit who, on the effective date of this agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union during the duration of this agreement, provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Union anytime within sixty (60) days prior to the expiration of this agreement or any time after its expiration.

6.2 Any employee who is in the bargaining unit and is not a member of the Union but wishes to have the Union represent them in grievances, shall assume full financial responsibilities as to the actual cost of processing the grievances. Collection of such fees shall be the sole responsibility of the Union.

a) Representation of non-members will be provided by virtue of the agency fee outlined in Sec. 2.2 of this agreement.

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

6.4 The Union shall post notices on departmental bulletin boards one hundred and twenty (120) calendar days prior to the expiration date of the agreement so stating that fact.

ARTICLE VII – BULLETIN BOARDS

The Town shall provide space for a bulletin board for the posting of notices of the Town and departments addressed to the employees and for notices of the Union addressed to its members. The department shall locate its bulletin board at a convenient place. No notices shall be posted in or around the Town property except on such boards and then only after approval by the Town as being suitable for posting. No Union notice shall be posted unless it has been signed by the President or Secretary of the Union.

ARTICLE VIII – WAGES AND HOURS

8.1 Schedules

The normal work week shall consist of any work performed up to forty (40) hours on Monday through Friday, at straight time pay, except for Transfer Station, whose work week shall consist of up to forty (40) hours on Tuesday through Saturday at straight time pay.

a) Schedules shall be: (except that such shifts may vary up to one hour in either starting or quitting time)

First shift	7:00 AM - 3:30 PM	Normal shift
*Second shift	3:30 PM - 12:00 AM	75¢ shift differential per hour
*Third Shift	12:00 AM - 8:30 AM	$1.00 shift differential per hour

**The shift differential for changes in shifts of a temporary nature shall be 25%.*

Employees working a second or third shift shall be paid a shift differential as shown above. In scheduling shifts, the Department shall give preference based on Position Seniority.

b) Employees will be given a one-week notice when a shift is to be changed. An assignment to a shift shall be for at least a two-week period.

c) Transfer Station employees assigned to another division on their day off shall not displace said division employees from their normal job assignment, if such employee(s)

are available for such work. This shall not, in any way, change or prevent the supervisor from exercising his sole and exclusive judgment in assigning employees.

d) Transfer Station employees will not abuse Earned Time to abrogate the spirit and intent of the Transfer Station work schedule.

8.2 Overtime Pay Rates

a) Any time worked outside regular daily work hours shall be paid at the rate of time and one-half. Holiday pay, Earned Time and bereavement leave shall be counted as hours worked.

b) Employees shall be paid double time for all work performed in excess of sixteen (16) consecutive hours as a result of snow or other major emergencies as determined by the departments involved.

c) When an employee is relieved from duty because of long hours of work or exhaustion as the result of Town emergencies, said employee will not be required to return to work before six (6) hours have expired.

8.3 Overtime Scheduling

This segment governs the manner in which overtime work is scheduled and allocated to employees. For the purposes of this article, the eight DPW Divisions are defined as: Building & Grounds, Highway, Parks, Police Mechanic, Transfer Station, Vehicle Maintenance, Water and Wastewater. Any employee electing overtime must be qualified for the work, and in no case shall the Police Mechanic work within six hours of the start of his/her normal shift.

Employees shall make themselves available for work during the course of emergencies. Refusal to perform emergency work without justification may result in disciplinary action.

a) Overtime opportunities will first be offered to qualified regular employees then to probationary employees in the Division within which the work is to be performed (hereinafter, the sponsoring Division). (For instance, if a storm hits on Saturday and trees are down, the Highway Division will have first preference on overtime.) The Division overtime list will be managed by the appropriate manager. Except in case of emergency, Division overtime listings will be posted in a convenient location for all to see as soon as work becomes available. Overtime opportunities shall be administered within the Division according to a rotating overtime process.

b) If an overtime opportunity is not filled within the sponsoring Division, then overtime opportunities shall be administered throughout the Department according to a rotating overtime process, described below.

1) The Town will post a notice on or about October 1 and on or about April 1 each year, requesting that employees sign up if they wish to be called for overtime opportunities during the subsequent six months. The winter posting will require that employees indicate whether they will be available for plowing operations or general operations; employees may sign up for either or both. The lists shall then be arranged in order of Department Seniority and shall be known as the Winter General Operations Overtime Rotation List, the Winter Plowing Operations Overtime Rotation List and the Summer Operations Overtime Rotation List. In order for employees to be called to fill overtime opportunities, their name must appear on the list. The list will be posted at the posting locations indicated below.

Probationary employees may sign up for the Winter or Summer Overtime Rotation List, however their name shall not become active until the successful completion of their probationary period.

2) If overtime is available outside of the sponsoring Division, the notices (sign-up sheets) will be sent for posting to the following locations a minimum of 2 business

days, when possible, prior to the date of the overtime assignment. The notices, when possible, will expire in two business days. Posting locations are: DMC – 2nd floor, Highway, Humphrey Road, Recreation, Transfer Station, Vehicle Maintenance and Water/Wastewater. If it is not physically possible to post, then supervisors shall follow the normal rotation of the overtime list.

3) Employees shall sign the posting and the overtime shall be offered to the next person on the Overtime List. If an employee is out on Earned Time, he/she may call the DPW Executive Secretary or designee, determine if an overtime opportunity is posted, and request to be signed up for the overtime opportunity. Absent the call and request, the overtime rotation shall go to the next eligible person on the list. The Town shall maintain the signed postings and a record of who is offered overtime. The Union shall have access to all of these records.

c) The Town may seek and hire contract labor to perform the work after reasonable efforts have been made to contact and assign unit workers to do the work.

8.4 Temporary Employees

No temporary or part-time (less than 30 hours per week) employees shall be assigned overtime work until all regular employees have had the opportunity for such assignment and have turned it down.

8.5 Call-in Pay

Any person who has left their place of employ and is recalled to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half, provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his residence within the three (3) hour minimum guarantee may be called back within those three hours for additional emergency or overtime without an additional three (3) hour minimum work guarantee.

Any employee who is called in one hour or less prior to the start of his normal shift shall receive such time at the overtime rate, but is excluded from the aforementioned three (3) hour minimum Call-in Pay guarantee.

8.6 Lunch Hour and Rest Breaks

The customary work day described in Article 8.1 is 8 hours long. For example an ordinary shift would be from 7:00 AM to 3:30 PM with a half-hour unpaid lunch period, for which employees shall punch in and out on the time clock.

Alternately, the Director of Public Works may provide for a fifteen-minute paid lunch period during an 8 hour work day. This alternative is intended to improve the efficiency of the operation and requires that employees remain at the worksite. Other than in the case of an emergency, employees may choose to take a half-hour unpaid lunch. In no circumstance will this alternative be required of an employee who is unprepared and thus unable to eat.

Additionally, employees may take a ten-minute paid break at the worksite, generally mid way between shift start and lunch.

8.7 Standby Duty

Employees who are assigned during their normal off-duty hours by the department to standby duty shall be available for immediate communication with their department and shall be available to report to work on immediate notice during the standby period. They shall be compensated at the rate of sixteen dollars ($16.00) per assigned weekday standby day and twenty-four dollars ($24.00) per assigned weekend and holiday standby day. For the purpose of this article, a standby day shall mean either (a) sixteen (16) consecutive hours of off-duty time immediately after an employee has worked pursuant to his or her normal work schedule, or (b) twenty-four (24) consecutive hours of duty time when an employee is not assigned to work pursuant to his or her normal work schedule. There shall be no reduction of the standby rate of sixteen dollars

($16.00) or twenty-four dollars ($24.00) per standby day as defined in the preceding sentence in the event an employee on standby is called in and reports to work. All employees assigned to standby duty will be provided with a "beeper" to assure that they will be notified in case of call in.

The unit shall have three year-round standby assignments; one in the Highway Division, one in the Water Division and one in the Wastewater Division. The unit shall have three seasonal (winter) standby assignments; two in the Highway Division and one in the Vehicle Maintenance Division.

Clarification of the seasonal standby assignment in Highway: Each week, there shall be a total of two qualified employees assigned to standby who shall be compensated according to Article 8.8, paragraph 1. A third employee shall be on standby as the Snow & Ice On-call Team Leader.

Snow & Ice On-call Teams in the Public Works Department will be rotated on a weekly basis. Team Lead Persons will be required to hold a current commercial driver's license. Team Lead Persons shall receive an $80 weekly lump sum bonus.

8.8 Travel Allowance

The Town will reimburse employees at the IRS established rate for vehicle usage when personal vehicles are utilized for Town business.

8.9 Snow Removal and Salting and Sanding

Employees will be given first choice of snow removal and salting and sanding work unless such work is contracted out on a seasonal basis.

8.10 Weekend morning station checks shall be considered call back time.

8.11 Ratings

An employee may be temporarily assigned to the work of any position of the same or lower pay grade without a change in pay.

When an employee works a temporary assignment for a full day or more in a higher grade position, he/she shall receive the higher grade pay rate. The appropriate step of the higher grade shall be that which provides the employee an increase in pay.

ARTICLE IX – WAGE RATES

9.1 Classification of positions and wage rates shall be in accordance with the position classifications reflected in the Appendices. Employees shall be paid according to a 7-step Wage Schedule. The Town may hire at Step 1 or Step 2; mutual agreement with the Union is required prior to hiring at Step 3 or greater.

9.2 Any member covered by this contract hired before July 1, 2016 who has served five years of regular appointed duty with the Town of Derry will be paid $5.00 per week in addition to their regular weekly wage. For each additional five years thereafter, an additional $5.00 pay per week above the normal weekly wage will be paid for every five years served.

Any member covered by this contract hired on or after July 1, 2016 who has five years of regular appointed duty with the Town of Derry will be paid $2.50 per week in addition to their regular weekly wage. For each additional five years thereafter, an additional $2.50 per week above the normal weekly wage will be paid for every five years served.

9.3 Effective July 1, 2016, employee wage rates shall be increased by two percent (2%) as provided in Appendix A.

Effective July 1, 2017, employee wage rates shall be increased by one and a half percent (1.5%) as provided in Appendix B.

Effective July 1, 2018, employee wage rates shall be increased by one and a half percent (1.5%) as provided in Appendix C.

Effective July 1, 2019, employee wage rates shall be increased by one and a half percent (1.5%) as provided in Appendix D.

Effective July 1, 2020, employee wage rates shall be in creased by one and a half percent (1.5%) as provided in Appendix E.

Effective June 30, 2021, at midnight, employee wage rates shall be increased by one and a half percent (1.5%) as provided in Appendix F.

9.4 Step Increase Administration

The annual rate of pay can be computed by multiplying the hourly rate of pay times 2080 hours of work.

Step increases are granted on the basis of satisfactory performance as determined by a written performance evaluation communicated to the employee during the 30 days preceding the date of eligibility of such increase. Evaluations will be conducted annually and in a timely manner.

Unless performance is determined to be unsatisfactory, step increases will be granted at the completion of the anniversary date of employment, transfer or promotion.

ARTICLE X – BENEFITS

10.1 Health Insurance

All bargaining unit members and all retirees and COBRA participants derived from the bargaining unit shall participate in the Northern New England Benefits Trust (NNEBT) health, dental, and Rx coverage, unless an employee opts out of coverage.

Effective July 1, 2016, the Town shall contribute 86% of the cost of coverage for active employees.

NNEBT affirms, by this contract, that premiums shall not increase by more than eight (8%) percent per year above the July 2016 premiums in July 2017, July 2018, July 2019, and July 2020.

a) In the event the parties have not agreed to terms and conditions for a successor agreement prior to the June 30, 2021 expiration date of this Agreement, the parties agree to freeze wages, step and longevity increases.

b) Members, upon satisfactory evidence of alternate health insurance coverage, and who were hired before 11/10/04 may receive a buy-out (in lieu of health insurance) at rates in effect on July 1, 2007, which are $633.03 monthly for 2-person and $854.59 monthly for family. Members hired after 11/10/04 may receive a monthly buy-out of $270.83 family and $270.83 two-person. In order to be eligible to receive a buy-out in lieu of health insurance, employees must provide proof that they are enrolled in a health insurance plan sponsored by any employer.

c) Health insurance will be extended for a period of up to thirty-nine (39) weeks for covered employees during a period of lay-off.

d) Notwithstanding the foregoing, the Town and the Union agree that if any portion of the parties' negotiated health insurance plan will trigger the application of the so-called "Cadillac Tax," as it may be amended, the parties shall also follow the procedure below:

i. It is agreed that the Town or Union may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax to the Town or

any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The Town shall assist the Union in obtaining plan design and pricing information from insurance providers.

ii. If within ninety (90) days of either party's request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:

1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the Affordable Care Act; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described in Article 23.2 (Step 4).

2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.

3. The Town and the Union shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance which shall avoid the Cadillac Tax. The Town and the Union shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.

4. The arbitrator shall be empowered to select either the Town's proposal or the Union's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.

10.2 Dental Insurance

Dental coverage is included in the NNEBT health and welfare plan. Employees who opt out of the Plan may elect NNEBT dental insurance. The Town shall pay 100% of the single membership and shall make available, at the employee's expense, two-person and "family" coverage, which shall be payroll deducted from any such employee's pay.

10.3 Short Term Disability Insurance

The Town shall provide an accident and sickness wage continuation policy ("Short Term Disability Insurance") covering all employees at Town expense for twenty-six (26) weeks at 70% of their base pay. Such benefit to begin after eight (8) consecutive days in the case of illness and one (1) day in the case of an accident.

10.4 Long Term Disability Insurance

Employees shall be provided industry standard, commercially available Long Term Disability insurance coverage designed to provide a wage continuation benefit equal to 60% of base monthly earnings to a maximum of $5,000; less other income benefits, up to age sixty-five (65).

The Town will continue health and hospitalization coverage at its own expense for up to a maximum of forty-two (42) months, or until other insurance benefits become available to the employee, for employees on disability benefits. (Any employee disabled as of 7/1/13 shall retain the prior benefit of up to four (4) years.)

10.5 Life Insurance

The Town agrees to provide each member of the unit life insurance coverage in the amount of

one (1) year of annual base salary, to the next higher thousand dollars up to $100,000 maximum benefit and an additional one (1) year's salary for accidental death and dismemberment. Upon the attainment of age 65, the amounts of life insurance and AD&D coverage are reduced to sixty-five percent (65%); at age 70 coverages are reduced to fifty percent (50%). Upon retirement such benefits terminate.

10.6 Medicare Supplemental Insurance

The Town will provide Medi-Comp III coverage to employees who, upon reaching 65 years of age and qualifying for retirement under the rules and regulations of the New Hampshire Retirement System, retire from employment with the Town, provided that such employees have worked for the Town a minimum of ten (10) years, except that all employees hired after June 30, 2013, reaching age 65 and qualifying for retirement under the rules and regulations of the New Hampshire Retirement System will be provided with a subsidy for Medi-Comp III coverage by the Town when they retire from employment with the Town, provided that such employees have worked for the Town a minimum of twenty (20) years.

The amount of the subsidy for employees hired after July 1, 2010 shall be limited to the amount of the July 1, 2009 Medi-Comp III premium.

10.7 Flexible Spending Accounts

The Town shall make available to employees Section 125 Health Care and Dependent Care Flexible Spending accounts.

10.8 Deferred Compensation

The Town shall make a 457 Savings Plan available to employees of this unit. Employees opting to participate may make payroll deducted contributions to the Plan by designation of Earned Time (exclusive of minimum usage provisions) and/or wages up to the allowable maximum. The Town will make no contribution to the Plan.

ARTICLE XI – HOLIDAYS

11.1 Employees shall be excused from work and shall receive their regularly scheduled pay for the following eleven (11) holidays.

New Year's Day	Labor Day
Civil Rights Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
	Christmas

11.2 All work performed on a holiday shall be at the rate of time and one-half over and above the eight (8) hours pay for the holiday, for all hours worked.

11.3 An employee shall be entitled to holiday pay if he/she works the regular workdays preceding and following the holiday, but not otherwise, unless the absence is paid by Earned Time, Personal Day, Bereavement or Jury Duty Pay.

11.4 Transfer Station Holidays

Subject to the needs of the Town, the Transfer Station shall generally close on New Year's Day, Independence Day, Veterans Day, Thanksgiving and Christmas; all are holidays that are celebrated on the actual date, regardless of the day of the week (except Thanksgiving of course). Civil Rights Day, Presidents Day, Memorial Day and Labor Day are celebrated on Mondays. Subject to the needs of the Town, the Transfer Station shall generally be closed on Mondays. Subject to the needs of the Town, the Transfer Station shall generally be open on the Day after

Thanksgiving and the Day before Christmas. Therefore, in order to afford Transfer Station employees the eleven holidays recognized by this agreement, exceptions to the norm are required for six of the holidays. In recognition of Civil Rights Day, Presidents Day, Memorial Day, Labor Day, the Day after Thanksgiving and the Day before Christmas, Transfer Station employees may opt either to receive eight hours holiday pay during the week in which the holiday falls, or they may schedule a floating holiday, generally to be taken during the month in which the holiday falls.

ARTICLE XII – EARNED TIME

12.1 Earned Time is an alternative approach to the traditional manner of providing paid vacation and paid sick time by combining these days into a single benefit. Earned Time is available as soon as it is accrued, and may be used to compensate for absence for any reason, including personal and military leave. Eligible new hires on probation accrue Earned Time. The exact number of Earned Time days available each year will depend on the years of service to the Town.

12.2 Coverage

Employees who are employed in a permanent position of at least 75 percent time are covered by Earned Time. The accrual rates are as follows:

12.3

Years Service	Fraction of a Day Earned Per Hour	Days Accrued (Approx.) Per Month	*Annual Days
0 thru 5	.012	2.08	25
6 thru 10	.0144	2.50	30
after 10	.0173	3.0	36

*Employees hired before 7/1/10, in any event, may not accumulate more than ninety (90) Earned Time days. Employees hired on or after 7/1/10, in any event, may not accumulate more than sixty (60) Earned Time days.

12.4 For the purpose of this policy, years of service will be calculated in a manner identical to that used for purposes of Department Seniority. Employees accumulate Earned Time based on hours worked or in pay status (other non-status hours worked and supplemental compensation such as overtime are excluded), up to forty (40) hours per week, and on years of service to the Town.

12.5 Termination and Restoration of Service Credit

Employees whose break in service from the Town is less than one year will have their service bridged for purposes of computing Earned Time accrual. For breaks of more than one year, an individual will earn one year of credit, for each year of employment, after return, until the total past credit is accrued. After nine (9) years of employment following return to work, the credit for all previous service will be given.

12.6 Usage

Earned Time may be used any time after being earned, including during an employee's probationary period. All planned absences will be mutually agreed upon by the employees and their supervisor prior to the date of absence.

Excepting emergencies, Earned Time must be taken in one (1) hour increments.

Except in emergencies, the maximum number of employees who may be absent at any one time in any division are as follows: Highway (3); Vehicle Maintenance (1); Water-Wastewater (3); Parks (1); Buildings and Grounds (1); Transfer Station (2)

NOTE: In the event that more employees request Earned Time than is permitted under this Section then an employee's seniority in the respective division shall be used to determine who may be absent.

12.7 Minimum Usage

a) There is a minimum usage of Earned Time required each year. See schedule below:

Years of Service	Minimum Usage per Year
0 thru 5	13 days
6 thru 10	15 days
after 10	18 days

*Computation of minimum usage will occur as of Dec. 31 of each year. Minimum usage shall be prorated on a monthly basis during an employee's first calendar year of employment; for each full month of employment, an employee must use one (1) Earned Time day.

b) Earned Time may be taken to cover absence for any reason, including illness, vacation, funeral, dentist or doctor visits and supplementing Short Term Disability benefits, as long as the total number of days taken meets the minimum required usage as indicated.

12.8 Buy Back

The Town shall buy back, on demand by the employee (employee option), at a rate of one day's pay for one earned day, any Earned Time accrued in excess of the employee's annual accrual. (Example: An employee earning thirty-six earned days per year must maintain a balance of at least thirty-six days before cashing in any earned days.) Such buy backs shall be exclusive of the minimum usage requirement.

The maximum accrual as of December 31st of each year shall be ninety days for employees hired before July 1, 2010 and sixty days for employees hired on or after July 1, 2010. The Town shall automatically buy back from each employee unused Earned Time accrued in excess of the maximum accrual level of ninety or sixty days at the rate of one for one. Such buy backs shall be paid no later than the third pay period in January of each year based on the prior year's activity and shall be exclusive of the minimum usage requirement.

12.9 Termination

a) All unused Earned Time shall be paid at the time of separation of service with the Town, whether such separation is caused by resignation, termination, layoff, retirement or death.

b) Employees may leave Earned Time earnings intact, pending recall, if the nature of their absence from employment is layoff.

c) In the event of the death of the employee, all accumulated Earned Time shall be paid to his/her designated survivor or, if no survivor has been designated, to his/her estate.

d) Earned Time is paid at the base pay rate at time of termination.

12.10 Employees cannot request an unpaid leave of absence unless they have exhausted all Earned Time and subject to approval by the Town Administrator except as otherwise provided by law.

12.11 The following sets forth provisions to resolve a dispute in connection with Earned Time:

a) Employees will continue to fill out Earned Time request forms for planned/unplanned and emergency request(s).

b) The following timely notice(s) shall apply in connection with requesting and granting the use of Earned Time by employees:

1) One (1) day will require twenty-four (24) hours prior notice.

2) Two to five (2-5) days will require forty-eight (48) hours prior notice.

3) Requests for more than five (5) days will require one (1) week prior notice.

4) Emergency requests may be made and approved over the telephone, but, in any event, require that the affected employee fill out an Earned Time request form prior to the end of his/her next work shift.

c) It is agreed that the Finance Department is the depository for the official record of an employee's eligibility (accumulation, etc.) regarding Earned Time.

d) Supervisors shall be required to check with the Finance Department to ensure that a requesting employee does, indeed, have Earned Time available to him/her, prior to granting any such Earned Time request.

ARTICLE XIII – PERSONAL DAYS AND PUBLIC ACTIVITY

13.1 Each employee will be entitled to two personal days per calendar year with pay, employees with fifteen (15) years of service are eligible for an additional personal day for a total of three (3) per calendar year with pay. This time is additional to the Earned Time benefit and cannot be carried over from year to year. Each day must be scheduled with the employee's immediate supervisor.

13.2 Each employee shall be eligible to up to one and one-half (1 ½) hours paid release once a year, subject to scheduling by the Department, to make a local blood donation.

ARTICLE XIV – BEREAVEMENT LEAVE

14.1 Bereavement leave of five (5) working days with pay shall be granted an employee in the event of the death of his/her:

Spouse	Sister
Father	Brother
Mother	Child
Step-child	Domestic Partner
Father-in-law	Mother-in-law

or

A relative domiciled in the employee's household.

14.2 Bereavement leave of three (3) working days with pay shall be granted an employee in the event of the death of his/her:

Grandchild	Sister-in-law
Grandmother	Brother-in-law
Grandfather	Aunt
Uncle	

14.3 Bereavement leave must be utilized within thirty (30) days of the death, except as approved by the Department Head or designee upon a showing of good cause, which shall not be unreasonably denied.

ARTICLE XV – JURY DUTY

15.1 While on jury duty, the Town will pay an employee his/her regular straight time rate and the employee will turn over to the Town any monies received for such service, excluding mileage compensation.

15.2 An employee called to serve on a jury will notify the Town (immediate supervisor) as soon as he/she becomes aware of such obligations and provide the Town with documentation of the call to service.

ARTICLE XVI – MILITARY DUTY

16.1 The Town will pay the difference between an employee's base pay and his/her military pay for a maximum period of six months in any calendar year.

16.2 The Town will continue healthcare coverage; employees must continue premium cost sharing.

16.3 Employees must notify the Town 30 days in advance of their military leave; failure to do so will result in the loss of one day's compensation.

16.4 Earned Time minimum usage requirements shall be waived for the year in which military leave is taken.

ARTICLE XVII – WORKERS' COMPENSATION

17.1 Workers' Compensation

All employees of the Town who are injured or incur a job related illness while in the performance of their duties shall receive their base wages (budgeted wages less normal deductions, not including overtime) while on injury/illness leave until they begin receiving Workers' Compensation payments in accordance with the N.H. statute or are denied such benefit by the insurance carrier or the appropriate state agency.

a) All Workers' Compensation benefits received retroactively by an employee for a period during which the Town was providing base wages in accord with injury/illness leave will be assigned by the employee ("sign over" the checks) to the Town to reimburse them in part for their advancing of such benefits. No employee should thus earn more on Workers' Compensation than they would have, had they been working.

b) If an employee is denied benefits he/she must repay the Town for all compensation received by virtue of payments provided under Section 17.1. Repayment will be accomplished by charging Earned Time accumulations, both current and future, until the overpayment has been rectified, provided, however, that any repayment of sums due from accrued Earned Time will not be reduced below the level where the employee cannot take at least one week of Earned Time leave each year.

17.2 While on Workers' Compensation leave, employees shall continue to accumulate seniority and will remain eligible for full benefits up to a maximum of six months, inclusive of any leave time that is designated as FMLA-leave. After six months, and if still employed, employees shall be responsible for the full cost of benefits (e.g. health, dental, STD, LTD, life, etc.) and shall not accrue seniority or Earned Time.

ARTICLE XVIII – FAMILY, MEDICAL & MILITARY LEAVES OF ABSENCE

18.1 General Provisions

Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), all employees who worked at least 1,250 hours during the prior twelve (12) months are entitled to take not more than twelve (12) work weeks unpaid FMLA leave of absence in a twelve (12) month period (as defined below) in the event of:

a) the birth of a child in order to care for the child (leave must be taken within twelve (12) months of the birth);

b) an adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the placement);

c) a serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is not capable of self-care and the employee is needed for such care; or

d) a serious health condition of the employee which results in the employee's inability to perform his or her job.

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins any FMLA leave. Each time an employee begins a FMLA leave, he is eligible to use any of the maximum of twelve (12) weeks leave not used in the prior twelve (12) months. For example, if an employee has used eight (8) weeks of FMLA leave during the twelve (12) months prior to a new leave request, the employee is then eligible to take an additional four (4) weeks of leave. As further example, if an employee takes four (4) weeks of FMLA leave beginning September 1, 1994, and four (4) weeks of FMLA leave beginning December 1, 1994, an employee requiring additional FMLA leave on March 1, 1995, would have four (4) weeks of FMLA leave available. In other words, the number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks").

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

When a FMLA leave is approved, an employee's accrued, unused Earned Time will be included as part of the twelve (12) week leave requirement for an A, or B FMLA leave listed above. For example, an employee with two (2) weeks accrued, unused Earned Time is required to use that time before taking not more than ten (10) additional unpaid weeks. In addition, for type A or B FMLA leave the employee may at his/her option utilize accrued unused Earned Time to cover any period of otherwise unpaid leave. For type D leave, an employee eligible for Short Term Disability may use unused accrued Earned Time to supplement the difference between the Short Term Disability benefit and his/her regularly weekly wages, exclusive of overtime. In the event an employee exhausts Short Term Disability benefits or in the use of a type C leave an employee must use any accrued unused Earned Time in excess of forty-five (45) days and further provided may convert such days in excess of forty-five (45) to "sick days" at the rate of one Earned Time day for two "sick days."

When an employee requests any leave of absence which qualifies as leave under the FMLA, the Town Administrator may designate such leave as FMLA leave upon written notification to the employee.

18.2 Status of Employee Benefits

While on FMLA leave, employees may continue to participate in the Town's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay to the Town Finance Director the employee's share of any medical insurance premiums once per month in advance on the first day of each month. For contributions to a flexible spending account, if any, during any unpaid FMLA leave, such amounts must be withheld from the employee's last paycheck or checks. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control.

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

18.3 Basic Regulations and Conditions of Leave

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

18.4 Notification and Reporting Requirements

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

18.5 Procedures

a) A Request for Family and Medical Leave of Absence Form must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the Town Administrator or his/her designee for proper approvals. If possible, the form should be submitted thirty (30) days in advance of the effective date of the FMLA leave.

b) All requests for FMLA leaves of absence due to illness must include the following information attached to a completed Request for Family and Medical Leave of Absence Form:

Sufficient medical certification stating:

1) the date on which the serious health condition commenced;
2) the probable duration of the condition; and
3) the appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of FMLA leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

18.6 Coordination with Maternity Leave

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

Maternity leave will be treated in the same manner as a type D FMLA leave of absence; that is, the employee is required to exhaust accrued, unused earn time followed by use of unused vacation and personal days, respectively, as may be needed time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability.

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

18.7 Coordination with Other Company Policies; Reference to FMLA and Federal Regulations

In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern. The FMLA and the FMLA federal regulations issued by the U.S. Department of Labor contain many limitations and qualifications for entitlement and governance of FMLA leave not stated herein. The terms of the FMLA and the FMLA federal regulations are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

18.8 Employees who are not eligible for FMLA leave or who have exhausted their FMLA leave may request a non-FMLA medical leave of absence. Such requests shall be approved at the Town's discretion. Approval shall not be unreasonably withheld. Employees on approved non-FMLA medical leave shall continue to accumulate seniority and will remain eligible for full benefits up to a maximum of six months. Employees who remain on an approved non-FMLA medical leave beyond six months shall become responsible for the full cost of benefits (e.g. health, dental, STD, LTD, life, etc.) and cease accruing seniority or Earned Time.

ARTICLE XIX – SENIORITY

19.1 There shall be two (2) types of Seniority:

a) Department Seniority - Department Seniority shall relate to the time an employee has been continuously employed by the Department.

b) Position Seniority - Position Seniority shall relate to the length of time an employee has been continuously employed in a particular position.

c) Seniority shall stop accruing (for the period beyond six months) if a leave of absence exceeds six months, and ceases upon discharge or resignation.

ARTICLE XX – PROMOTIONS AND TRANSFERS

20.1 The Town reserves and shall have the right to make promotions and transfers primarily on the basis of ability and performance of duty, but shall be governed by departmental seniority where equal ability and performance of duty have been demonstrated.

20.2 On the Job Training

a) The Town shall provide a reasonable opportunity for adequate training for employees necessary to perform their assigned duties.

b) The Town shall pay the cost and expense of training or education, not to exceed the budgeted amount for each department every year.

c) Courses must be approved in advance by the Town through its department heads. Every effort will be made to notify employees of courses or short seminars being offered by an organization pertaining to their particular job assignments.

d) Payment will be made directly to the organization or school. Expenses such as room and board will be paid in advance. Mileage will be reimbursed to the employee.

e) In the event that a full program is offered by the Town for training or career development and is accepted by the employee, the Union agrees, along with the employee, to sign a contract guaranteeing two (2) full years of service after completion of the program. If the employee does not abide by the contract, he/she shall reimburse the Town for all courses and expenses paid for under the program. (This section does not oblige the Town to employ the person for two years.)

20.3 Whenever possible, promotions or transfers shall be made from the ranks of regular employees who are employed by the Department at the time of such promotion or transfer.

20.4 All new positions, promotions, or transfers contemplated to continue beyond a period of thirty (30) days shall be posted on the Town and Union bulletin boards for at least three (3) working days and interested employees shall have the opportunity to apply for such position, promotion, or transfer. If an employee is on leave or vacation, his/her name will be placed on the list until he/she can be contacted as to his/her intentions.

a) Positions that are posted in accordance with this section will be filled as soon as possible following the closing of the search for replacements/hires for such positions.

20.5 If a promoted employee does not satisfy the requirements of his/her new position within the first six months on the job, then he/she shall be entitled to return to his/her old position and regain his/her former position seniority.

ARTICLE XXI – PERSONNEL REDUCTION AND RECALL

21.1 Department Seniority shall prevail in matters concerning lay-offs and recalls. Qualified and available former permanent employees shall be reinstated before new employees are hired following a lay-off. This preference shall expire after two (2) years.

21.2 Bumping

No employee shall have the right of replacing another employee in any classification by virtue of Department Seniority alone. However, in the event of a permanent lack of work in any position, those employees affected in that position shall be entitled to be reassigned to a lateral position or to a position in a lower wage grade for which they are qualified and for which they have Department Seniority. Displaced employees shall have the same right of reassignment.

ARTICLE XXII – DISCIPLINE AND TERMINATION FOR CAUSE

22.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infractions for which disciplinary action is taken.

22.2 An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include but not be limited to the following: (a) Incompetence, (b) Improper behavior in the line of duty, (c) Behavior detrimental to the Town, or (d) Failure to carry out assigned duties, (e) Use of drugs or alcohol, (f) Drinking or use of drugs on duty, including during lunch breaks. All of the above shall be subject to the grievance procedure.

22.3 Warnings, reprimands or suspensions will be placed in the employee's file no later than five (5) days after the occurrence. This file will be maintained at the Town Administrator's office. Copies shall be given to the affected employee and the Union at the time of the action.

22.4 Disciplinary actions will normally be taken in the following order:

a) Verbal warning

b) Written warning/reprimand

c) Suspensions without pay

d) Discharge

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

22.5 The parties agree that unless an employee incurs subsequent discipline for similar infractions, written warnings may not be used as the basis for progressive discipline by the employer after one year, and that suspensions may not be used as the basis for progressive discipline after two years. The parties share a joint understanding that the value of such discipline diminishes over time.

22.6 If employees who are not subject to AR#10 (DPW CDL Employees Drug and Alcohol Testing Program) are accused of substance abuse by management, they may, at their option, take an appropriate and timely test at an approved vendor to disprove management's charge. Such test shall be at the employee's expense except that in the event the test result is negative the Town shall pay for such test. In the event that a test result is positive, AR#10 shall guide the Town's and employee's rights and responsibilities. In the event that no test is taken, the Town's actions shall stand, subject to the grievance provisions of this agreement.

ARTICLE XXIII – GRIEVANCE PROCEDURE

23.1 Definition

A grievance under this article is defined as an alleged violation of any of the provisions of this agreement.

NOTE: Employees who have a "complaint" must take up the complaint with their immediate supervisor verbally before they can process the complaint as a formal grievance. The immediate supervisor shall give their answer within two (2) days. It is anticipated that nearly all complaints can be resolved informally without grievance. An employee may be accompanied by a Union member at the time of presenting a complaint.

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provisions of this agreement allegedly violated, the relief sought, and the extent to which the grievant has sought an informal adjustment of the grievance.

23.2 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 five (5) days after the employee knew the facts in which the grievance is based, and in no case more than six (6) months from the occurrence. The department head shall meet with the employee within two (2) days following receipt of the notice and shall give a written decision within two (2) days thereafter.

Step Two - If the employee is not satisfied with the decision of the department head they may file, within five (5) days following the decision, a written appeal with the Town Administrator setting forth the specific reasons why he/she believes the agreement is being violated by the Town action in question. Within ten (10) days following receipt of the appeal, the Town Administrator or designee shall either issue a written decision or schedule a hearing. Said hearing shall be held

no later than thirty (30) days following receipt of the appeal and written decision shall be rendered within five (5) days thereafter.

Step Three - Grievance Mediation can take place after the last step of the in-house grievance procedure before arbitration if agreed by both parties. Mediator services through the Federal Mediation and Conciliation Service shall be used.

Step Four - If the employee is not satisfied with the decision of the Town Administrator or designee and if grievance mediation is used and no resolution found, the Union may file, within twenty (20) days following the receipt of the decision of the Town Administrator or designee, a request for arbitration to the American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

23.3 The cost of arbitration shall be borne by the party for whom the arbitration ruled against.

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

23.5 Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Town.

23.6 The employee/grievant has the right to be represented at all steps of the grievance procedure.

ARTICLE XXIV – UNIFORMS, TOOLS AND LICENSES

24.1 The Town will supply uniforms and a heavy winter coat to all regular employees at no cost to the employee. Maintenance, labeling and cleaning of those uniforms and heavy winter coats shall be provided by the Town. These uniforms and coats are Town property and must be returned upon leaving the employ of the Town. Rain gear will be provided to the employees when required to work in inclement weather. The Town will reimburse employees for the purchase of safety toe boots and/or the purchase of approved job-related winter gear (i.e. hats or gloves), up to a total value of $200 per year.

24.2 The Town shall provide line coveralls for employees of the Transfer Station, the Vehicle Maintenance division and to the Police Mechanic. Maintenance, labeling, and cleaning of said coveralls shall be provided by the Town.

24.3 All employees shall be required to wear uniforms/equipment issued to them daily and are subject to disciplinary action if they do not wear or use them.

24.4 The Town agrees to furnish work gloves, raincoats and rain boots for all employees when necessary. Replacements will be made on a direct exchange basis.

24.5 Mechanics shall be required to supply a basic set of tools for use during their work hours. In consideration thereof, the mechanics will be entitled to annual payments of five hundred dollars ($500) for the replacement of broken or worn tools. In order to receive the reimbursement, the mechanic must produce receipts or invoice for tools purchased during the current fiscal year. The parties continue to recognize specialty tools or tools unique to the vehicle or equipment remain to be purchased by the Town. The Town shall insure the aforementioned required personal tools.

24.6 The Town will reimburse employees for the cost of licenses as shown on Appendix G.

24.7 No additional reimbursements will be allowed during the course of the contract unless specifically approved by the Director of Public Works and Teamsters Local #633.

ARTICLE XV – SAFETY

25.1 The Town endorses the concept of safety and hereby pledges that it will, to the maximum degree practical, maintain safe working conditions for the employees within the unit. Questions of safety shall be decided by a competent and expert authority selected by the Town and the Union. The fee for said expert shall be paid 1/2 by the Union and 1/2 by the Town.

25.2 The Town shall have the right to make regulations for the safety and health of its employees and the manner in which work is performed during their hours of employment. Representatives of the Town and the Union shall meet quarterly at the request of either party to discuss such regulations. The Union agrees that its members who are employed by the Town will comply with the rules and regulations relating to safety, economy, continuity and efficiency of services to the Town and the Public.

25.3 The Union and its members agree to exercise proper care and to be responsible for all Town property issued or entrusted to them.

25.4 The Divisions where Local #633 bargaining units are located shall furnish each employee with a locker with a lock.

ARTICLE XXVI – SEVERABILITY

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

26.2 The parties agree to sit down to attempt to reconcile the problem relative to the invalidated provision of this Agreement within 30 days from the date of the decision which invalidated such section of the Agreement.

ARTICLE XXVII – EFFECT OF AGREEMENT

27.1 This instrument constitutes the entire Agreement of the Town and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the Parties.

27.2 The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the Parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively 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 of the Parties at the time that they negotiated or signed this Agreement.

ARTICLE XXVIII – DURATION OF AGREEMENT

This Agreement shall be in full force and effect from and after July 1, 2016 and shall expire on June 30, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement this 9 th day of August, 2016.

For the Town of Derry

9-22-16

Interim Town Administrator
Stephen Daly

For Teamsters Local #633

Business Agent
Jeff Padellaro

Secretary/Treasurer
David W. Laughton

Effective July 1, 2016

DPW - Buildings & Grounds, Highway, Parks, Vehicle Maintenance, Water/WW

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
J	Chief Operator/Lab Director	$27.19	$28.28	$29.43	$30.59	$31.80	$33.07	$34.41
I	Building Specialist Chief Water System Operator	$25.90	$26.95	$28.01	$29.12	$30.27	$31.50	$32.79
H	Crew Chief Mechanical and Electrical Technician II Sewer Treatment Operator II Water System Operator II	$24.40	$25.36	$26.39	$27.42	$28.53	$29.65	$30.83
G	Crew Chief w/o CDL * Mechanical and Electrical Technician I Sewer Treatment Operator I Water System Operator I	$23.04	$23.96	$24.94	$25.91	$26.96	$28.02	$29.13
F	Mechanic Utility Worker	$21.78	$22.62	$23.56	$24.48	$25.47	$26.48	$27.53
E	Motor Equipment Operator Parks Operations & Project Coordinator	$20.53	$21.38	$22.24	$23.12	$24.06	$25.04	$26.01
D	Vacant	$19.35	$20.12	$20.92	$21.78	$22.62	$23.56	$24.48
C	Custodian Laborer	$18.39	$19.09	$19.85	$20.67	$21.47	$22.34	$23.22
B	Custodian w/o CDL Laborer w/o CDL	$16.69	$17.40	$18.06	$18.80	$19.54	$20.33	$21.15
A	Vacant	$15.13	$15.72	$16.34	$17.00	$17.67	$18.42	$19.14

* When incumbent is no longer in this position, the position shall revert to Crew Chief (Grade H)

Effective July 1, 2016

DPW - Transfer Station

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
H	Recycling Coordinator	$25.10	$26.10	$27.16	$28.24	$29.38	$30.56	$31.78
G	Motor Equipment Operator II	$23.70	$24.65	$25.65	$26.68	$27.75	$28.86	$30.01
F	Vacant	$22.41	$23.31	$24.25	$25.19	$26.23	$27.29	$28.40
E	Motor Equipment Operator I	$21.19	$22.02	$22.93	$23.82	$24.79	$25.79	$26.79
C	Weigh Scale Master	$18.91	$19.65	$20.45	$21.29	$22.11	$23.02	$23.92
B	Laborer	$17.19	$17.89	$18.60	$19.35	$20.16	$20.94	$21.79

Effective July 1, 2017

DPW - Buildings & Grounds, Highway, Parks, Vehicle Maintenance, Water/WW

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
J	Chief Operator/Lab Director	$27.60	$28.70	$29.87	$31.05	$32.28	$33.57	$34.93
I	Building Specialist Chief Water System Operator	$26.29	$27.35	$28.43	$29.56	$30.72	$31.97	$33.28
H	Crew Chief Mechanical and Electrical Technician II Sewer Treatment Operator II Water System Operator II	$24.77	$25.74	$26.79	$27.83	$28.96	$30.09	$31.29
G	Crew Chief w/o CDL * Mechanical and Electrical Technician I Sewer Treatment Operator I Water System Operator I	$23.39	$24.32	$25.31	$26.30	$27.36	$28.44	$29.57
F	Mechanic Utility Worker	$22.11	$22.96	$23.91	$24.85	$25.85	$26.88	$27.94
E	Motor Equipment Operator Parks Operations & Project Coordinator	$20.84	$21.70	$22.57	$23.47	$24.42	$25.42	$26.40
D	Vacant	$19.64	$20.42	$21.23	$22.11	$22.96	$23.91	$24.85
C	Custodian Laborer	$18.67	$19.38	$20.15	$20.98	$21.79	$22.68	$23.57
B	Custodian w/o CDL Laborer w/o CDL	$16.94	$17.66	$18.33	$19.08	$19.83	$20.63	$21.47
A	Vacant	$15.36	$15.96	$16.59	$17.26	$17.94	$18.70	$19.43

* When incumbent is no longer in this position, the position shall revert to Crew Chief (Grade H)

Effective July 1, 2017

DPW - Transfer Station

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
H	Recycling Coordinator	$25.48	$26.49	$27.57	$28.66	$29.82	$31.02	$32.26
G	Motor Equipment Operator II	$24.06	$25.02	$26.03	$27.08	$28.17	$29.29	$30.46
F	Vacant	$22.75	$23.66	$24.61	$25.57	$26.62	$27.70	$28.83
E	Motor Equipment Operator I	$21.51	$22.35	$23.27	$24.18	$25.16	$26.18	$27.19
C	Weigh Scale Master	$19.19	$19.94	$20.76	$21.61	$22.44	$23.37	$24.28
B	Laborer	$17.45	$18.16	$18.88	$19.64	$20.46	$21.25	$22.12

Effective July 1, 2018

DPW - Buildings & Grounds, Highway, Parks, Vehicle Maintenance, Water/WW

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
J	Chief Operator/Lab Director	$28.01	$29.13	$30.32	$31.52	$32.76	$34.07	$35.45
I	Building Specialist Chief Water System Operator	$26.68	$27.76	$28.86	$30.00	$31.18	$32.45	$33.78
H	Crew Chief Mechanical and Electrical Technician II Sewer Treatment Operator II Water System Operator II	$25.14	$26.13	$27.19	$28.25	$29.39	$30.54	$31.76
G	Crew Chief w/o CDL * Mechanical and Electrical Technician I Sewer Treatment Operator I Water System Operator I	$23.74	$24.68	$25.69	$26.69	$27.77	$28.87	$30.01
F	Mechanic Utility Worker	$22.44	$23.30	$24.27	$25.22	$26.24	$27.28	$28.36
E	Motor Equipment Operator Parks Operations & Project Coordinator	$21.15	$22.03	$22.91	$23.82	$24.79	$25.80	$26.80
D	Vacant	$19.93	$20.73	$21.55	$22.44	$23.30	$24.27	$25.22
C	Custodian Laborer	$18.95	$19.67	$20.45	$21.29	$22.12	$23.02	$23.92
B	Custodian w/o CDL Laborer w/o CDL	$17.19	$17.92	$18.60	$19.37	$20.13	$20.94	$21.79
A	Vacant	$15.59	$16.20	$16.84	$17.52	$18.21	$18.98	$19.72

* When incumbent is no longer in this position, the position shall revert to Crew Chief (Grade H)

Effective July 1, 2018

DPW - Transfer Station

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
H	Recycling Coordinator	$25.86	$26.89	$27.98	$29.09	$30.27	$31.49	$32.74
G	Motor Equipment Operator II	$24.42	$25.40	$26.42	$27.49	$28.59	$29.73	$30.92
F	Vacant	$23.09	$24.01	$24.98	$25.95	$27.02	$28.12	$29.26
E	Motor Equipment Operator I	$21.83	$22.69	$23.62	$24.54	$25.54	$26.57	$27.60
C	Weigh Scale Master	$19.48	$20.24	$21.07	$21.93	$22.78	$23.72	$24.64
B	Laborer	$17.71	$18.43	$19.16	$19.93	$20.77	$21.57	$22.45

Effective July 1, 2019

DPW - Buildings & Grounds, Highway, Parks, Vehicle Maintenance, Water/WW

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
J	Chief Operator/Lab Director	$28.43	$29.57	$30.77	$31.99	$33.25	$34.58	$35.98
I	Building Specialist Chief Water System Operator	$27.08	$28.18	$29.29	$30.45	$31.65	$32.94	$34.29
H	Crew Chief Mechanical and Electrical Technician II Sewer Treatment Operator II Water System Operator II	$25.52	$26.52	$27.60	$28.67	$29.83	$31.00	$32.24
G	Crew Chief w/o CDL * Mechanical and Electrical Technician I Sewer Treatment Operator I Water System Operator I	$24.10	$25.05	$26.08	$27.09	$28.19	$29.30	$30.46
F	Mechanic Utility Worker	$22.78	$23.65	$24.63	$25.60	$26.63	$27.69	$28.79
E	Motor Equipment Operator Parks Operations & Project Coordinator	$21.47	$22.36	$23.25	$24.18	$25.16	$26.19	$27.20
D	Vacant	$20.23	$21.04	$21.87	$22.78	$23.65	$24.63	$25.60
C	Custodian Laborer	$19.23	$19.97	$20.76	$21.61	$22.45	$23.37	$24.28
B	Custodian w/o CDL Laborer w/o CDL	$17.45	$18.19	$18.88	$19.66	$20.43	$21.25	$22.12
A	Vacant	$15.82	$16.44	$17.09	$17.78	$18.48	$19.26	$20.02

* When incumbent is no longer in this position, the position shall revert to Crew Chief (Grade H)

Effective July 1, 2019

DPW - Transfer Station

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
H	Recycling Coordinator	$26.25	$27.29	$28.40	$29.53	$30.72	$31.96	$33.23
G	Motor Equipment Operator II	$24.79	$25.78	$26.82	$27.90	$29.02	$30.18	$31.38
F	Vacant	$23.44	$24.37	$25.35	$26.34	$27.43	$28.54	$29.70
E	Motor Equipment Operator I	$22.16	$23.03	$23.97	$24.91	$25.92	$26.97	$28.01
C	Weigh Scale Master	$19.77	$20.54	$21.39	$22.26	$23.12	$24.08	$25.01
B	Laborer	$17.98	$18.71	$19.45	$20.23	$21.08	$21.89	$22.79

Effective July 1, 2020

DPW - Buildings & Grounds, Highway, Parks, Vehicle Maintenance, Water/WW

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
J	Chief Operator/Lab Director	$28.86	$30.01	$31.23	$32.47	$33.75	$35.10	$36.52
I	Building Specialist Chief Water System Operator	$27.49	$28.60	$29.73	$30.91	$32.12	$33.43	$34.80
H	Crew Chief Mechanical and Electrical Technician II Sewer Treatment Operator II Water System Operator II	$25.90	$26.92	$28.01	$29.10	$30.28	$31.47	$32.72
G	Crew Chief w/o CDL * Mechanical and Electrical Technician I Sewer Treatment Operator I Water System Operator I	$24.46	$25.43	$26.47	$27.50	$28.61	$29.74	$30.92
F	Mechanic Utility Worker	$23.12	$24.00	$25.00	$25.98	$27.03	$28.11	$29.22
E	Motor Equipment Operator Parks Operations & Project Coordinator	$21.79	$22.70	$23.60	$24.54	$25.54	$26.58	$27.61
D	Vacant	$20.53	$21.36	$22.20	$23.12	$24.00	$25.00	$25.98
C	Custodian Laborer	$19.52	$20.27	$21.07	$21.93	$22.79	$23.72	$24.64
B	Custodian w/o CDL Laborer w/o CDL	$17.71	$18.46	$19.16	$19.95	$20.74	$21.57	$22.45
A	Vacant	$16.06	$16.69	$17.35	$18.05	$18.76	$19.55	$20.32

* When incumbent is no longer in this position, the position shall revert to Crew Chief (Grade H)

Effective July 1, 2020

DPW - Transfer Station

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
H	Recycling Coordinator	$26.64	$27.70	$28.83	$29.97	$31.18	$32.44	$33.73
G	Motor Equipment Operator II	$25.16	$26.17	$27.22	$28.32	$29.46	$30.63	$31.85
F	Vacant	$23.79	$24.74	$25.73	$26.74	$27.84	$28.97	$30.15
E	Motor Equipment Operator I	$22.49	$23.38	$24.33	$25.28	$26.31	$27.37	$28.43
C	Weigh Scale Master	$20.07	$20.85	$21.71	$22.59	$23.47	$24.44	$25.39
B	Laborer	$18.25	$18.99	$19.74	$20.53	$21.40	$22.22	$23.13

Effective June 30, 2021 at midnight

DPW - Buildings & Grounds, Highway, Parks, Vehicle Maintenance, Water/WW

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
J	Chief Operator/Lab Director	$29.29	$30.46	$31.70	$32.96	$34.26	$35.63	$37.07
I	Building Specialist Chief Water System Operator	$27.90	$29.03	$30.18	$31.37	$32.60	$33.93	$35.32
H	Crew Chief Mechanical and Electrical Technician II Sewer Treatment Operator II Water System Operator II	$26.29	$27.32	$28.43	$29.54	$30.73	$31.94	$33.21
G	Crew Chief w/o CDL * Mechanical and Electrical Technician I Sewer Treatment Operator I Water System Operator I	$24.83	$25.81	$26.87	$27.91	$29.04	$30.19	$31.38
F	Mechanic Utility Worker	$23.47	$24.36	$25.38	$26.37	$27.44	$28.53	$29.66
E	Motor Equipment Operator Parks Operations & Project Coordinator	$22.12	$23.04	$23.95	$24.91	$25.92	$26.98	$28.02
D	Vacant	$20.84	$21.68	$22.53	$23.47	$24.36	$25.38	$26.37
C	Custodian Laborer	$19.81	$20.57	$21.39	$22.26	$23.13	$24.08	$25.01
B	Custodian w/o CDL Laborer w/o CDL	$17.98	$18.74	$19.45	$20.25	$21.05	$21.89	$22.79
A	Vacant	$16.30	$16.94	$17.61	$18.32	$19.04	$19.84	$20.62

* When incumbent is no longer in this position, the position shall revert to Crew Chief (Grade H)

Effective June 30, 2021 at midnight

DPW - Transfer Station

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
H	Recycling Coordinator	$27.04	$28.12	$29.26	$30.42	$31.65	$32.93	$34.24
G	Motor Equipment Operator II	$25.54	$26.56	$27.63	$28.74	$29.90	$31.09	$32.33
F	Vacant	$24.15	$25.11	$26.12	$27.14	$28.26	$29.40	$30.60
E	Motor Equipment Operator I	$22.83	$23.73	$24.69	$25.66	$26.70	$27.78	$28.86
C	Weigh Scale Master	$20.37	$21.16	$22.04	$22.93	$23.82	$24.81	$25.77
B	Laborer	$18.52	$19.27	$20.04	$20.84	$21.72	$22.55	$23.48

Approved Licenses for Reimbursement – As of July 2016

Employee Name	Job Title	Certificate / License
Agrusso, Joseph	Sewer Treatment Operator	WW Treatment Operator Grade 1
Alexuk, Mike	MEO II, Transfer	Public Weigh Master License
Borelli, Randy	MEO, Highway	Water Distribution Grade 1 Water Treatment Grade 1 Backflow/Cross Connection License
Escabi, Marissa	Custodian, Bldg & Grnds	Level 3 Solid Waste Facility Operator
Gibbs, Ernest	Utility Worker, Wtr/WW	Public Weigh Master License Solid Waste Facility Operator 4 Water Distribution Grade II Water Treatment Grade II Backflow Prevention Device Insp
Giroux, Steven	Weigh Master, Transfer	Level 4 Solid Waste Facility Operator Public Weigh Master License
Hackett, Michael	Utility Worker, Wtr/WW	Backflow Prevention Device Inspection
Hamel, Joan	Recycling Coordinator	Level 4 Solid Waste Facility Operator Public Weigh Master License
Lowry, Brian	Laborer I, Transfer	Level 1 Solid Waste Facility Operator Public Weigh Master License
McGrath, Frank	Utility Worker, Wtr/WW	Level 4 Solid Waste Facility Operator Backflow/Cross Connection License Water Distribution Grade II Water Treatment Grade I
Palmer, Sam	Utilities Crew Chief	Backflow Prevention Device Inspection Water Distribution Grade II Water Treatment Grade I
Peterson, William	Chief Operator/Lab Director	WW Treatment Operator II
Pratt, David	Water System Operator II	Backflow Prevention Device Inspection Water Distribution Grade III Water Treatment Grade III
Robichaud, Steve	Utility Worker, Wtr/WW	Backflow Prevention Device Inspection Water Distribution Grade II Water Treatment Grade I
Robinson, Ronald	Building Specialist	Master Electrician – NH
St.Gelais, Timothy	Mechanical Electrical Tech I	Master Electrician – NH

Approved Licenses for Reimbursement – As of July 2016

Employee Name	Job Title	Certificate / License
Theriault, Albert	Mechanical Electrical Tech II	Master Electrician – NH
Wotton, Kevin	Sewer Treatment Operator II	WW Treatment Facility Operator