

AGREEMENT

Between



**TOWN OF GOFFSTOWN
SELECT BOARD**

and



**TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE a/w
The International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America**

on behalf of

CERTAIN EMPLOYEES IN THE TOWN OF GOFFSTOWN, NH

in the

PUBLIC WORKS DEPARTMENT

Town Meeting March 12, 2024

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PREAMBLE

The Goffstown Select Board, Town of Goffstown, State of New Hampshire (hereinafter referred to as the "Select Board") and Teamsters Local 633 of New Hampshire a/w The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union"), in order to promote orderly and peaceful relations between the Town and bargaining unit employees and provide uninterrupted service in an efficient and effective manner, hereby agree as hereinafter set forth in this Agreement. The parties to this Agreement specifically agree that this preamble shall not be subject to any grievance and/or arbitration provisions set forth herein.

ARTICLE 1
RECOGNITION AND PROBATIONARY EMPLOYEES

Section 1.1

The Select Board, on behalf of the Town of Goffstown, hereby recognize the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all full-time Laborers, Truck Drivers, Equipment Operators, Scalehouse/Solid Waste Operators, Mechanic Assistants, and Solid Waste Truck Drivers in the Town of Goffstown Public Works Department. Excluded from recognition or coverage under this Agreement are all management or supervisory employees, the Director of Public Works, foremen, secretaries, office clerical staff, temporary employees, probationary employees with less than thirty (30) days' service and all other employees of the Town of Goffstown. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those full-time employees in the job classifications set forth in the first sentence of this Article.

Section 1.2

All newly hired or appointed employees must serve a probationary period of nine (9) continuous months from the date of hire. Upon completion of thirty (30) calendar days' employment, employee is entitled to membership in the Union.

Probationary employees, whether Union members or not, may be terminated without cause during the nine (9) month probationary period.

Probationary period for promotional positions will be three (3) continuous months.

Section 1.3 – C.D.L. Licensing Requirements

All new hires shall be required to obtain their C.D.L.-B license, with a tanker endorsement within six calendar months from date of hire. Such requirement shall be applicable to those employees who operate a one (1) ton truck or greater. (Memorandum of Understanding attached regarding grandfathering of one employee.)

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

It is agreed that except as specifically delegated, abridged, granted or modified by this agreement, all of the rights, powers, and authority the Town had prior to the signing of this agreement are retained by the Town and remain the exclusive right of management without limitation. Furthermore, these retained rights are not subject to the grievance or arbitration procedures.

Section 2.2

Management of the Town, its operation, direction of the work force and the authority to execute all the various duties, functions, and responsibilities in connection therewith are vested in the Town. The exercise of such duties, functions and responsibilities shall not conflict with this agreement.

Section 2.3

It is understood and agreed that the Town has all the customary and usual rights, powers, functions and authority of management. Any of the rights, powers, functions or authority which the Town had prior to the signing of this agreement, including those in respect of rates of pay, hours of employment, or conditions of work, are retained by the Town except as those rights, powers, functions or authority are specifically abridged or modified by this agreement.

Section 2.4

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Town shall include the following:

Section 2.4.1

To plan, direct, supervise and control all operations, functions and policies of the Town in which the employees in the bargaining unit are employed.

Section 2.4.2

To determine the need for and the qualifications of new employees, transfers and promotions.

Section 2.4.3

To establish, revise and implement standards for hiring, classification, evaluation, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, policies and procedures, work rules and regulations.

Section 2.4.4

To assign shifts, workdays, hours of work and work locations.

Section 2.4.5

To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations or facilities for budgetary or other reasons.

Section 2.4.6

To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards or to utilize new technologies as they become available.

Section 2.4.7

To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.

Section 2.4.8

To discipline, suspend, demote or discharge an employee for cause.

Section 2.4.9

To assign and distribute work.

Section 2.4.10

To determine the need for additional educational courses, training programs, on-the-job training and cross-training.

Section 2.4.11

To contract out any work it deems necessary in the interests of efficiency, economy, improved work product, equipment or emergency.

Section 2.4.12

To determine the mission, policies and standards of service offered to the public.

Section 2.4.13

The Town may prepare, issue, enforce rules and safety regulations necessary for safe, orderly, efficient operations.

ARTICLE 3

INTERFERENCE WITH TOWN OPERATIONS AND LOCKOUTS PROHIBITED

Section 3.1

Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, work slowdowns, sanctions, picketing or patrolling which in any way interferes with the operations of the town; multiple resignations, any form of job action, withholding of any services or any curtailment of work or any restriction or interference with the operations of the Highway, Sanitation, Cemetery or Town of Goffstown government during the term of this Agreement. The Select Board will not lock out any employees during the term of this contract.

Section 3.2

Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 3.1 above, the Union shall forthwith disavow any such activity and shall take all reasonable means to induce such employee or group of employees to terminate such activity forthwith, including but not limited to, any and all disciplinary measures which may be taken pursuant to the Union's Constitution and By-Laws as from time to time amended.

ARTICLE 4

HOURS OF WORK AND OVERTIME

Section 4.1 - Work Week

The normal work week shall be forty (40) hours of actual work per week as assigned by the director.

Section 4.2 - Attendance

While the Goffstown Highway Department and the Town of Goffstown recognize that occasional absence from work is unavoidable, the basic premise that employees are expected to report for work, as assigned, is also desired.

(A) Excused Absences:

1. Jury Duty
2. Approved leave of absence
3. On the job injury(ies)
4. Illness/Hospitalization when accompanied by a doctor's statement or other acceptable documentation.
5. Approved Vacation(s)
6. Approved Bereavement Leave
7. Contractual Holidays and approved Floating Day
8. Lay-off due to lack of work.
9. Approved Bonus Days
10. Disciplinary Suspensions
11. Personal Leave (Section 11.4)
12. Approved Compensatory Time

Absence due to the above listed reasons will be excused and will not be considered as cause for discipline, nor shall they be considered as occurrences for the purpose of determining disciplinary levels.

(B) Unexcused Absences:

All other absences shall be considered unexcused.

(C) Occurrences:

1. Each full day of absence shall count as one (1) occurrence.
2. Each day an employee is tardy or departs work early, without departmental approval, shall count as one half (1/2) an occurrence.
3. An employee who exceeds three (3) occurrences in a calendar quarter shall be subject to disciplinary action, up to and including discharge.

(D) The progressive disciplinary action shall be used in accordance with section 14.3.

(E) Review Period:

Each employee's attendance shall be reviewed quarterly, that is January 1, April 1, July 1, and October 1 of each year.

Those employees whose attendance does not exceed three (3) occurrences for a nine consecutive month period, shall have all disciplinary action, associated with attendance, removed from their record for the purposes of progressive discipline under this policy.

Any and all excuses submitted to the Employer for consideration under this policy must be received by the Department not later than seventy two (72) hours from return to work.

An employee who believes he/she cannot obtain such documentation in the seventy two (72) hour window must notify the department in writing of the problem within the

seventy two (72) hour period. Failure to do so shall deem the excuse unacceptable.

When management determines that an employee is circumventing this attendance policy, then the union business agent will be notified to schedule a review. This review will be conducted by management and the union business agent for the purpose of resolving the attendance problem.

(F) Dispute Resolution:

Discipline incurred under this policy shall be subject to the grievance procedure as set forth in the Collective Bargaining Agreement.

Section 4.3 - Overtime

Authorized time worked in excess of forty (40) hours in one week shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. Over 60 hours a week will be compensated at double time the hourly rate.

Unexcused absences as defined in Section 4.2 shall not be counted as hours or days worked in determining whether or not an employee is entitled to compensation at the overtime rate.

Preapproved vacation and personal time taken shall be counted as hours worked. In order for sick days to count in the forty (40) hour work week for the purposes of overtime considerations, the employee must obtain an acceptable document from the treating physician/hospital, showing that the employee was treated on the day of absence. Such documentation shall be given to the employer upon return to work. If an employee fails to provide such acceptable documentation upon return to work, the sick day shall not be included in the forty (40) hour computation.

All bargaining unit employees may sign up for discretionary overtime for work which is normally assigned to bargaining unit members. Overtime shall be distributed within the bargaining unit on an equitable basis to all members of the union. A rotational list shall be established to ensure that overtime is equitably distributed. The list shall be established in the order of seniority. Future employees shall be placed in the list so that they shall be the last to receive upcoming assignments as of the date which they are placed in the list. Any employee who refuses an offer of overtime, who cannot be reached to confirm acceptance of overtime or who is ineligible under current operating procedures and regulations of the department due to restrictions on the amount of hours an employee may work in any given period shall have the rotational list credited with the time as if he or she had worked the overtime. Employees shall work mandatory overtime as directed by the public works director. The provisions of this paragraph shall apply only to call back overtime and not to the continuation of the workday. For matters involving the continuation of a workday or the lengthening of a shift in any manner, the director of public works may assign such employees as in his sole discretion are reasonably necessary for the completion of such overtime tasks. Nothing in this agreement shall limit the ability of the director of public works to utilize supervisory personnel for overtime assignments of any nature.

Section 4.4 - Overtime Policy During Authorized Time Off

In the event that an employee is called back to work during any period of authorized time off, during an authorized absence with the exception of sick leave, the employee shall be compensated at the rate of one and one half (1½) times the employee's regular hourly rate of pay. In no event, shall any form of premium pay be combined with any other form of premium pay to result in a payment at a rate greater than one and one half (1½) times the employee's regular hourly rate of pay.

Section 4.5 - Minimum Callback Pay

An employee covered by this Agreement who has left his/her normal place of work for his/her residence, and who is called back to work, shall be guaranteed a minimum of three (3) hours' work at the applicable rate.

Section 4.6 – Compensatory Time

Compensatory time is defined as unpaid time earned by an hourly employee for hours worked in excess of the normally scheduled work week or forty (40) hours, whichever is greater. It will be credited at the rate of one and one half (1½) hours for each overtime hour worked. Compensatory time will be authorized only under strictly controlled circumstances with prior approval of the department head. Compensatory time will not be authorized for the completion of regular duties, however, extraordinary work may be offset by compensatory time. Compensatory time may be accrued to a maximum of one (1) normally scheduled work week or forty (40) hours, whichever is greater, whichever is greater. In any one calendar year, employees shall not accrue more than two (2) normally scheduled work weeks or eighty (80) hours. Employees should check with their department head regarding notification requirements to use compensatory time. Department heads shall encourage the use of compensatory time first for all time off requests, and will carefully monitor overtime and compensatory time accruals against the needs of departmental staffing. The Select Board may, at their discretion, require use or cashout of compensatory time at the end of a fiscal year.

Unused compensatory time will be paid out upon separation from the Town's employment for any reason, or at the time of promotion to a non-union salaried position. Compensatory time will be paid out at the employee's current rate of pay at the time payment is made, prior to any new rate of pay taking effect.

ARTICLE 5
SENIORITY

Section 5.1

There shall be two types of seniority:

Section 5.1.1

Department seniority, which shall be determined by an employee's total time of continuous full-time employment in the Highway, Sanitation or Cemetery Departments of the Town of Goffstown, and

Section 5.1.2

Job seniority, which shall be determined by an employee's continuous length of full-time service in the specific job classifications covered by this Agreement, namely, Laborer, Truck Driver, Equipment Operator, Mechanics Assistant, Scalehouse Operator, or Solid Waste Truck Driver. Probationary employees shall not be covered by this Agreement until they have completed their probationary period as defined in Article 1 and have become permanent full-time employees, at which time their seniority shall be computed from their date of original hire in one of the departments listed in Section 5.1.1 above.

Section 5.2

Section 5.2.1

In the event of a formal layoff specifically designated as such and authorized by the Select Board in any of the job classifications covered by this Agreement and set forth in Section 5.1.2 above, employees with the least job seniority in that classification shall be laid off first and assigned to the next lower job classification, if any, for which they have the necessary qualifications, skill, ability, experience, training and physical fitness, provided, however, that a laid off employee shall not be assigned to any such lower job classification unless they have longer Department seniority than other employees in the lower job classification. If an employee is assigned to work in a lower job classification on a permanent basis, said employee shall be compensated at the wage rate assigned to that lower classification. Displaced employees in the lower job classification shall have the same rights of reassignment as set forth in this Section 5.2 to other lower job classifications, if any, provided any such displaced employee has the necessary qualifications, skill, ability, experience, training and physical fitness to perform the reassigned lower job.

Section 5.2.2

In the event of a recall to work after a formal layoff, notices of recall shall be sent by certified or registered mail or telegram to such employees who are available in the inverse order of their layoff and who, in the opinion of the Select Board, have the necessary qualifications, skill, ability, experience, training and physical fitness to perform the work required. Such notice of recall shall be sent to the qualified employee's last known address as shown on the town records. The recall notice shall state the time and date on which the employee is to report back to work. A recall employee shall be given at least five (5) workdays' notice to report to work. In the event a recall is necessary on less than five (5) workdays' notice, the town may call upon the laid off employees, either personally or by telephone, until an employee who, in the opinion of the Select Board, or the Select Board's agent, is qualified and able to return to work immediately is located. In such case the qualified employee able to return to work immediately will be given temporary assignment not to exceed five (5) workdays, and employees who are otherwise qualified to perform the work but were passed over because of their inability to return to work immediately will be given notice to report for work at the end of said five (5) day period. Qualified employees who have been given notices to report for work must make themselves available for such work assignment no later than the end of said five (5) day work period after notice has been given or they shall forfeit such seniority status as they have accrued with the Town. However, should there be no work assignment when the employee does report within the five (5) days set forth herein, then the employee shall retain his seniority status and be entitled to another notice of recall.

Section 5.3

An employee shall lose seniority and shall no longer be covered by the provisions of this Agreement for, but not limited to, the following reasons:

Section 5.3.1 Discharge

Section 5.3.2 Voluntary quit, resignation or retirement.

Section 5.3.3 Failure to respond to a notice of recall as specified.

Section 5.3.4 Remaining on layoff for more than twelve (12) months.

Section 5.3.5 Illness or injury resulting in inability to perform his/her work which lasts longer than twelve (12) months.

Section 5.3.6 Unauthorized leave of absence.

Section 5.3.7 Overstaying an authorized leave of absence.

Section 5.3.8 Giving a false reason for a leave of absence.

Section 5.4

By January 15th, the Town shall post two (2) seniority lists, a job seniority list and a department seniority list which shall have an effective date of January 1st. The Union shall have fifteen (15) workdays to raise any objections to said lists. Should any employee have an objection to said lists, said employee shall relay this information to the Director of Public Works. If no objections are raised within the fifteen (15) day period, the list shall stand approved.

ARTICLE 6
PROMOTIONS AND TRANSFERS

Section 6.1

The parties agree that the Select Board and their agents reserve and shall have the sole right to make all promotions and transfers on the basis of a person's qualifications, skill, ability, experience, training, performance of duty and physical fitness. If an employee is being considered for a promotion or transfer into a job classification covered by this Agreement, namely, Laborer, Truck Driver or Equipment Operator, the Select Board shall take seniority into consideration, but seniority shall simply be a factor to be considered along with all other factors.

Section 6.2

If a permanent full-time job opening or permanent full-time vacancy occurs in the job classifications of Laborer, Truck Driver or Equipment Operator, and the Select Board decide to fill such opening, the open job will be posted for a period of five (5) working days. The notice of the open job shall contain a brief description of the job and its rate of pay. The name of the person permanently assigned to such job shall be posted for a period of five (5) working days following the assignment, and that assignment shall not be subject to any grievance or arbitration procedure as set forth in this Agreement unless such assignment was arbitrary, capricious and without any basis in fact.

Section 6.3

Nothing in this Agreement shall be construed to prevent the Select Board from filling any open job, either temporarily or permanently, with an applicant who is not employed by the Town, or from filling any such open job temporarily pending a permanent assignment.

ARTICLE 7
WAGE SCHEDULE AND LONGEVITY

Section 7.1 - Wages

On July 1st, 2024, each unit employee shall be placed on the new matrix in Appendix A. Member placement is shown in Appendix A.

Unit members who are not in a probationary period and who have not reached the maximum step for their position, will advance 1 step on July 1, 2025.

The Director of Public Works, with the approval of the Select Board shall have authority for granting a one-time merit bonus which is not added to the member's base pay. Grievances or other appeals may not be filed regarding the decision of the Director or the Select Board on the granting of merit bonuses.

Section 7.1.1 – Incentives and Differentials

Those full-time, permanent employees who possess the following active and unexpired certification(s) will receive an hourly incentive, as defined below. The hourly incentive will be added to their base wage rate and will be included in the overtime calculations.

<u>Certification</u>	<u>Hourly Differential</u>
CDL-A with or without endorsements	\$1.50
State Inspection License	\$1.50
Road Scholar	\$0.50
Senior Road Scholar	\$1.00
Master Road Scholar	\$1.50
Solid Waste Operator Grade II	\$0.50
Solid Waste Operator Grade III	\$1.00
Solid Waste Operator Grade IV	\$1.50

Section 7.2 - Longevity

Upon the fifth (5th) year of service, and every year thereafter, employees will accumulate longevity pay to be paid in a lump sum (less taxes) in the first (1st) week of December. Longevity pay will be a flat rate as follows and will be issued in a live check, separate from regular payroll:

<u>Year</u>	<u>Annual Payment</u>
5	\$100.00
6	\$200.00
7	\$300.00
8	\$400.00
10	\$800.00
12	\$1,200.00
14	\$1,600.00
16	\$2,000.00
18	\$2,400.00
20+	\$2,800.00

This benefit will be calculated on a twelve (12) month period from the first (1st) of November to the thirty-first (31st) of October. Employees who separate prior to November, shall be paid on a

pro-rata basis for the year.

Section 7.3 – Premium Pay for Working Out of Classification

When an employee temporarily works as a Solid Waste Truck Driver or is assigned to the Vector Truck, he/she shall be paid for those hours worked at a rate 10% above his/her base hourly rate.

When a Laborer performs plowing operations in the sidewalk plow or 1-ton he/she shall be paid for hours worked at 10% above his/her base hourly rate.

When a Solid Waste Truck Driver is out on leave, or the position is otherwise vacant, the Town will use a rotational list to backfill operations. The one (1) most senior truck drivers will have the right of first refusal when his name comes up in the rotation to backfill for the Solid Waste Truck Driver, if there are at least seven (7) active CDL holders on the rotational list.

ARTICLE 8
INSURANCE

Section 8.1 - Plans Offered and Eligibility

On the first day of the month that begins following thirty days of employment, full-time regular employees shall be eligible for participation in the following insurance and benefit plans:

- Health Insurance Plans
- Dental Insurance
- 457 Deferred Compensation Plans
- Section 125 Flex Benefit Plan
- Disability Insurance (STD and LTD)
- Life Insurance

Section 8.2 - Employer Contribution

The Town of Goffstown will contribute the following percentages each year towards the premiums of health and dental insurance plans in which the employee is enrolled:

PLAN OFFERINGS

	<u>2024-2025</u>
Access Blue	84.5%
Access Blue - Site of Service 20/40 1K DED	100%
Lumenos 2500 (This is an H.S.A. eligible plan.)	90%
• For employees that elect the Lumenos 2500 Plan, the Town will contribute into an Employee's Health Savings Account (HSA)	

Coverage Level	Deductible	Town's HSA Contribution
Lumenos Single	\$2,500	80% = \$2,000
Lumenos 2-Person	\$5,000	80% = \$4,000
Lumenos Family	\$5,000	80% = \$4,000

Delta Dental (BPM 1250)	85%
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The Town of Goffstown pays 100% of the Disability (STD and LTD) and Life Insurance Premiums. Life Insurance coverage equals the employee's base salary and is capped at the highest paid union member's base salary.

Section 8.3 - Family members employed by Town

In the event a dependent or spouse is also employed by the Town, the Town shall provide one health and dental insurance benefit to the family, at the applicable benefit level. The Town shall pay the equivalent of 100% of the Access Blue (AB) and Delta Dental Plan, at the applicable level.

Section 8.4 - Declination of Health Insurance

An employee must select at least one health insurance option unless they can demonstrate coverage from another source. Any employee not participating in a town health insurance plan will receive \$147.50 per week. Employee can elect to take all or part as cash, deposit all or part into a 457 Deferred Compensation or 125 Flex Plan. In the event of multiple family members employed

by the town, who would be eligible to share a health insurance plan, the senior employee will be eligible for this cashout.

ARTICLE 9
HOLIDAYS

Section 9.1 – Recognized Holidays

The following days will be recognized as holidays:

New Year's Day	
Civil Rights Day (beginning 2025)	Floating Day (in 2024)
Presidents' Birthday	Columbus Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving
Independence Day	Veterans Day
Labor Day	Christmas Day

An employee shall be entitled to holiday pay only if he or she works on or has an excused absence (as defined in Section 4.2) for, the day preceding and the day following the particular holiday, or designated holiday, but not otherwise.

Section 9.2 – Working on a Holiday

Time worked on the above holidays will be paid at one and one half (1½) times the employee's regular hourly rate unless an unexcused absence has occurred in accordance with Article 4, Section 4.2. In addition to receiving the one and one-half rate for hours worked on the holiday, the employee will also receive 8 hours of holiday pay at their regular hourly rate for the holidays listed above.

On Thanksgiving Day and Christmas Day, employees who work on the recognized holiday will receive two times their regular hourly rate unless an unexcused absence has occurred in accordance with Article 4, Section 4.2. This will be in addition to the 8 hours of holiday for the holiday itself. Beginning in 2025, hours worked on New Year's Day will also be eligible for the double time rate, in addition to the 8 hours of holiday pay.

Section 9.3 – Floating Holiday

Floating Day must be scheduled with the Public Works Director and may not be carried over to a new calendar year. The Floating Holiday will be accrued on January 1, 2024. For new hires in 2024, the floating holiday will be accrued after thirty (30) days of service to the Town. Unused floating holidays will be cashed out upon separation for regular full-time employees, after successful completion of the probationary period.

ARTICLE 10
VACATIONS

Section 10.1 - Annual Leave

Annual leave shall be accrued in hours each year to be used in the following year. On the first January 1, following the date of hire, new hires will receive 8 hours of vacation for each full month worked the preceding year up to 80 hours and no less than forty (40) hours to be taken in the following year.

Upon completion of the employee's first calendar year, the employee shall be credited with annual leave for each successive January 1, for the then current year as follows:

<u>Employment Period</u>	<u>Leave</u>
Second Year	Two (2) normal work weeks = 80 hours
Sixth Year	Three (3) normal work weeks = 120 hours
Tenth Year	Four (4) normal work weeks = 160 hours
Twentieth Year	Five (5) normal work weeks = 200 hours

Section 10.2

The Director of Public Works shall determine the time and order in which vacations may be taken. For vacations more than one (1) day in duration, the employee must provide 24 hour notice. For vacations forty (40) hours or more in duration, the employee must provide two (2) weeks notice. Vacation approval will be at the discretion of Director of Public Works. Vacations during the winter period shall be allowed on a case by case basis.

Requests submitted for multiple employees for the same period will be awarded on a first come, first served basis.

Section 10.3

Vacation time not used may not be carried forward from one year to the next, excepting when upon application by an employee, the department head and Select Board shall have granted an exception to this section.

Section 10.4

Upon separation, any accrued unused vacation time shall be paid out to the employee in their final check. This shall not apply to employees who separate during their probationary period.

In the event of the death of an employee, an amount representing the employee's unused accrued annual vacation leave, determined in accordance with the preceding sentence shall be paid to either the employee's dependent survivor(s) or the employee's estate.

ARTICLE 11
SICK LEAVE, SICK BANK, PERSONAL LEAVE, FMLA, EMERGENCY LEAVE,
DELEGATE LEAVE & ATTENDANCE POLICY

Section 11.1 - Sick Leave

Full-time employees covered by this Agreement shall earn sick leave at the rate of 10 hours after each completed month of service. Sick leave may be accumulated to a maximum of 240 hours.

Probationary employees shall earn sick leave at the rate of 10 hours after each completed month of service. Probationary employees are entitled to use of sick leave after thirty (30) days of service to the Town.

Employees who are absent from work on authorized leaves of absence with pay (or authorized leaves of absence without pay for ten (10) days or less in any thirty-day period) shall continue to earn sick leave at the regularly prescribed rate during such absence as though they were on duty, subject to the maximum accumulation of 240 hours as set forth above.

Sick leave with pay shall be allowed only for the following qualifying events: actual sickness or disability of the employee; to meet dental or doctor appointments of the employee; or other sickness prevention measures of the employee. Sick leave, at the discretion of the Director of Public Works, may be granted for an instance of illness of a member of the employee's immediate family who lives in the employee's household. The Director of Public Works may require such verification as the Director of Public Works deems necessary of the employee's qualifying event or family member's illness. An employee is entitled to use up to forty (40) hours of paid sick leave due to their spouse's childbirth, with additional sick time for extraordinary circumstances at the discretion of the Director of Public Works.

Upon leaving employment after 10 years or more of service to the Town of Goffstown, accumulated sick pay will be paid directly to the affected member at a rate of 50% of sick leave accumulated. (Maximum accumulation of sick leave is 240 hours.)

Section 11.2 Sick Bank

Effective each January 1st, employees who have accumulated their thirty (30) days maximum sick leave credit may deposit further sick leave credits at the rate of two (2) days per year into a sick leave bank. This first deposit must be made in writing, and will only be credited after the sick leave is earned. An employee is eligible to use all or part of the bank for his/her illness or injury when an absence due to sickness exceeds their regular accumulated sick leave. Only those employees contributing to the bank will be eligible to withdraw days from the bank.

When the employee has reached 30 days of sick time and has chosen in writing to deposit time in the sick bank for the new calendar year, he will be allowed to use up to 15 days (as defined) of sick time in each calendar year without losing his eligibility in the sick bank for the following year. When an employee who is in the bank will not have 30 days as of January 1 for that coverage, employee must receive permission from the Select Board based upon the unique circumstances of that employee, in order to remain in the Sick Bank.

The sick bank will provide the difference between an employee's regular wages and the amount provided by the Town's Short Term or Long Terms disability plans while employed by the Town.

Section 11.3 Family and Medical Leave

The Collective Bargaining Agreement follows the Town of Goffstown Personnel Plan related to the Family Medical Leave Act, as well as the federal law.

Section 11.4 - Personal Leave

Sixteen (16) hours per year shall be allowed as a personal leave. "Personal leave" shall be defined as a no notice leave during working hours for the purpose of attending to personal or family matters. Personal leave shall be issued on January 1st for use in that same calendar year and cannot be carried from one year to another. New hires shall be granted eight (8) hours of personal leave after thirty (30) days of service to the Town. The hours shall be used in that same calendar year and cannot be carried from one year to another.

Section 11.5 – Emergency Leave

Emergency leave may be granted by the appointing authority or Director of Public Works without loss of pay for emergency purposes, which shall include: critical illness in the immediate family, if an employee is subpoenaed to appear before a court and such other situations considered meritorious by the appointing authority or Director of Public Works. Emergency Leave shall be supplementary to, and not in restriction of, sick leave or annual leave as herein provided. For the purposes of this section, immediate family shall be defined as being a spouse and children of the employee, children of the spouse, grandmother, grandfather, mother, father, brother, and sister of either the employee or the employee's spouse, or others at the discretion of the appointing authority or designee.

Use of emergency leave shall not replace the provisions of FMLA leave referenced under Section 11.3. Employees whose emergency leave event qualifies for FMLA leave under current federal law, must apply for FMLA leave and provide the necessary documentation to determine the need. Pay for FMLA qualifying events will be covered by the applicable provisions of FMLA leave.

Where an employee is subpoenaed to appear in a court, the Town agrees to pay the difference between the employee's regular pay and the amount received from the court.

Section 11.6 – Bereavement Leave

The Bereavement Leave Policy establishes uniform guidelines for providing paid time off to employees for absences related to the death of immediate family members and fellow employees or retirees of the Town of Goffstown.

An employee who wishes to take time off due to the death of an immediate family member should notify their supervisor or Department Head as soon as possible. If an employee leaves work early on the day they are notified of the death, that day will not count as bereavement leave. In addition to bereavement leave, an employee may, with approval by the appointing authority or designee, use any available vacation for additional approved time off as necessary. Employees under discipline for attendance issues may be required to provide documentation with regard to their bereavement leave.

Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as overtime or shift differentials.

Paid bereavement leave will be granted according to the following schedule:

- Employees are allowed up to five (5) consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, domestic partner, child, stepchild, parent, stepparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, stepbrother, stepsister, grandchild or spouse's grandchild, or an adult who stood in loco parentis to the employee during childhood.
- Employees are allowed one (1) day off from regular scheduled duty with regular pay in the event of death of the employee's brother-in-law, sister-in-law, aunt, or uncle,; grandparent or spouse's grandparent.
- Employees are allowed bereavement leave to attend the funeral of a fellow regular employee or Town retiree, provided such absence from duty will not interfere with normal operations of the Town.

Section 11.7 - Shop Steward Leave

One employee elected as Shop Steward shall be allowed a leave of absence with pay not to exceed one (1) day per year to attend conventions, seminars, etc. if the meetings to be attended are in New Hampshire. Attendance must be verified.

Section 11.8 - Leaves of Absence

At the discretion of the Select Board, employees may request unpaid leaves of absence. Unused vacation leave, personal leave, and compensatory time shall be exhausted before unpaid leave may begin.

Section 11.9 - Attendance Policy and Bonus Days

There shall be an attendance policy in accordance with Section 4.2.

Those employees who exhibit “perfect attendance” shall be given a “bonus time” to be taken as a paid time off.

Each employee who uses 8 hours or less of sick time between January 1st and June 30th shall be awarded eight (8) additional hours of personal time.

Each employee who uses 8 hours or less of sick time between July 1st and December 31st shall be awarded eight (8) additional hours of personal time.

The department shall have the right to deny bonus time based on emergency conditions, such as Acts of God, or other emergencies that are unforeseeable.

If a bonus time has been denied, the employee must be given an explanation of the denial, and shall be given the opportunity to select another time of his choice.

ARTICLE 12
MILITARY SERVICE, JURY DUTY, AND BULLETIN BOARD

Section 12.1 - Military Service

The Town will compensate employees called to active duty service with the United States Armed Forces, National Guard, or Reserves for annual training duty, the difference between the total pay received for military service and the amount of straight time earnings lost by reason of such service, based upon the employee's regular straight time rate. Such payment shall be made upon receipt of satisfactory evidence of the amount of total pay received for military service. The employee shall be entitled to 15 days of such compensation for military leave per training year.

Section 12.2 – Extended Military Leave

Extended military leave is defined as more than two (2) consecutive weeks.

The Town of Goffstown follows the federal Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. Any reservist or member of the National Guard who is returning from active duty lasting 5 years or less, unless otherwise exempt from the five-year limitation, shall be guaranteed a position equivalent to the position that the employee vacated to perform the active duty.

The Town of Goffstown may ensure that an employee called to active duty shall not suffer a wage loss during their period of involuntary active military duty. As such, the employee may request differential pay from the Town provided that proof of military wages is presented.

The Town may authorize the continued payment of wages amounting to the difference between the employee's total military pay rate and their current straight time pay rate, at the time of duty, for up to 6 months. The Department Head may authorize an extension of this differential pay with the approval of the Select Board.

For employees currently enrolled in the Town's group insurance plans, the Town may continue to provide the same insurance coverage to the employee, spouse and/or family for up to 6 months. The employee shall have their premium cost-share deducted from their pay differential, or shall coordinate repayment of their premium cost-share upon return from active duty, if they are not eligible for a pay differential while on active duty. If an employee is required to terminate his/her employment due to a disabling illness, injury, or death, no premium cost-share will be due to the Town. The Department Head may authorize an extension of this continued health insurance with the approval of the Select Board.

Vacation and sick time will not accrue during an extended military leave of absence. Any accrued vacation and sick time will be frozen during the military leave of absence and monthly accruals will be reinstated upon returning to work for the Town of Goffstown.

Employees who voluntarily leave the Town's employ to enlist into full-time active uniformed services are not eligible to receive the pay differential or continued insurance coverage, other than the required COBRA benefits.

Section 12.3 - Jury Duty

An employee called as a juror shall be paid the difference between any fees received for jury duty and the amount of that employee's straight time earnings (determined at the employee's regular hourly rate) lost by reason of such jury duty. Satisfactory evidence of jury duty must be submitted to the Director of Public Works or the Director of Public Works' designated agent.

Employees who are called for jury duty and are excused from such duty for the day or days shall report to their regular work assignment as soon as possible after being excused.

When an employee receives a check for payment as a juror, the employee shall remit a copy of the check to the Finance Department. The Finance Department will prepare paperwork for the employee to sign to authorize such amount be deducted from their next payroll check, rather than withholding payment for jury duty time taken away from work hours.

Section 12.4 - Bulletin Board

The Department shall provide a space for a bulletin board for posting notices of the Department addressed to the employees and notices of the Union addressed to its members. The Department shall locate its bulletin board at a convenient place within the Department. No Union notice shall be posted in or around the Department's property except on such bulletin board and no notice shall be posted until it has been signed either by the President or the Secretary of the Union and has received prior approval of the Director of Public Works or his designated representative. The Union shall not post any material which is derogatory to the management of the Department, the Select Board or the Town of Goffstown, or is libelous, detrimental to the relationship between the parties or of an advertising or political nature.

ARTICLE 13
DEDUCTIONS

Section 13.1

The Select Board agree to deduct dues for the Teamsters Local 633 of New Hampshire from the wages of bargaining unit employees if said employees individually and voluntarily authorize such deduction in writing to the Select Board. Deductions shall be made on a weekly basis and sent monthly to the Treasurer of Local 633 by the twentieth of each month. The Union will keep the Select Board informed of the correct name and address of said Treasurer and will certify to the Select Board in writing the current rate of its dues.

Section 13.2

If an employee who has voluntarily authorized the deduction of dues has no check coming or if that employee's check is not large enough to satisfy the dues, then no deduction will be made. In no case shall the Select Board collect or attempt to collect fines and/or assessments for the Union beyond the regular membership dues with the exception of employee contributions to the Teamsters Credit Union and D.R.I.V.E.

Section 13.3

The Select Board will notify the Treasurer of Local 633 in writing within fourteen (14) days of the cancellation of a dues deduction authorization by an employee who has previously signed an authorization for said deduction.

Section 13.4

Should there be a dispute between an employee, the Union and/or the Select Board over the matter of deductions, the Union agrees to defend, indemnify and hold the Select Board and the Town of Goffstown harmless in any such dispute.

Section 13.5

Nothing in this article shall be interpreted as requiring membership in the Union or the deduction of dues by any bargaining unit employee.

ARTICLE 14
DISCIPLINE

Section 14.1 – Disciplinary Action

A department head or designated supervisory person may reprimand, orally or in writing; suspend, with or without pay; demote or dismiss an employee due to inefficiency, incompetence, misconduct, negligence, insubordination, other sufficient cause, or as defined in Section 14.2. A written statement setting forth the reasons for such action shall be filed with the Town Administrator and a copy shall be filed in the employee's personnel folder.

Disciplinary action or removal may be taken for a single violation or successive violations of a similar or dissimilar nature.

Any member of the bargaining unit may, at their sole discretion, avail themselves of union representation and consultation with a union representative with regard to any disciplinary matter. Further, such consultation and/or representation shall be available to the employee throughout any phase of the grievance process hereinafter described. However, such representations shall be limited to a local in-house representative during the first stage of the grievance procedure. However, the desire on the part of an employee for outside union representation or legal counsel shall not extend the deadlines contained in Article 15 for actions within the grievance procedure except by mutual written consent executed by both the employee and the Director of Public Works or the Town Administrator. Seniority may be affected as described in Section 5.4.

Section 14.2 - Cause For Removal

For purposes of this contract, the term "cause for removal" as applied to the actions of the employer shall mean those actions which a similarly situated employer would reasonably and justifiably take to rectify an unfavorable situation.

Cause for removal from the service of the Town shall include, but not necessarily be limited to, the following:

14.2.1 Neglect of duty.

14.2.2 Incompetence or inefficiency.

14.2.3 Disability which renders the employee unable to perform essential job functions with reasonable accommodation on the part of the employer.

14.2.4 Insubordination or serious breach of discipline.

14.2.5 Under the influence of, in possession of or suffering the effects of alcohol or drugs while on duty.

14.2.6 Chronic or excessive absenteeism.

14.2.7 Disorderly or immoral conduct.

14.2.8 Willful violation of any of the provisions of this Agreement, departmental rules or regulations or other statutes relating to the employment of Town employees.

14.2.9 Conduct unbecoming a Town employee including but not limited to the violation of criminal law.

14.2.10 Abuse or violation of sick leave or other departmental or Town regulations.

14.2.11 Negligence of or willful damage to public property or waste of public supplies.

14.2.12 Conduct unbecoming an employee in the Town service.

14.2.13 The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service or engaging in any form of political activity during working hours.

14.2.14 Serious safety violations including damage to equipment and vehicles or endangering others.

Section 14.3 – Progressive Discipline

All discipline shall be for cause and shall be appropriate for the infraction for which the disciplinary action is taken. The following progressive discipline shall be followed unless the seriousness of the infraction warrants bypassing steps.

14.3.1 Written warning (may be removed from personnel file after 12 months upon employee request, provided there are no other infractions of a similar nature);

14.3.2 Written reprimand;

14.3.3 One (1) day suspension without pay;

14.3.4 Five (5) day suspension without pay;

14.3.4 Demotion;

14.3.5 Discharge

ARTICLE 15 **GRIEVANCE PROCEDURE**

Section 15.1

For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which arises under and during the term of this Agreement and which is filed and signed by either any employee in the bargaining unit or the Union specifying the names of the bargaining unit employees involved, the date(s) of the alleged offense(s) and the specific contract provision(s) involved. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement and must set forth the date of the alleged offense and the nature of the grievance, including the contract provision involved. Those complaints filed without following the above instructions shall be dismissed and not classified as a legitimate grievance under this Agreement.

Section 15.2

Whenever an employee in the bargaining unit has a grievance as defined above, the following procedure shall be utilized or such grievance shall be deemed waived.

Section 15.2.1 - Filing Grievance

The employee involved and the Shop Steward shall file the grievance in writing with the Director of Public Works within ten (10) calendar days from the date of the event which gives rise to the alleged grievance. The Director of Public Works shall render a decision within five (5)

calendar days after the grievance was presented to him. (An alternate Shop Steward shall be named in case of illness or absence of Shop Steward).

Section 15.2.2 - Advisory Arbitration

If the decision of the department head is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, said employee may, within ten (10) days, appeal in writing to the Town Administrator to convene a Personnel Advisory Board hearing. The appeal shall contain an abbreviated statement as to why the decision has been found to be unsatisfactory, those specific areas which have been violated and the request for corrective action. Within 15 days the Town Administrator shall name a management representative to the Personnel Advisory Board and the Union shall similarly name a representative within the same time period. Within 10 days from the naming of the respective party representatives, the representatives shall either agree upon a third person who shall complete and chair the tribunal or shall notify the Public Employees Labor Relations Board of their inability to agree and ask that said Board appoint a neutral party to chair the tribunal. The cost of advisory arbitration shall be born equally by the parties. The Personnel Appeals Board thus constituted shall convene a hearing on the matter at the earliest possible date and shall render their decision within 15 days from the close of their hearing.

Section 15.2.3. - Select Board

If the decision of the Personnel Advisory Board is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, either party may within ten (10) calendar days appeal in writing to the Select Board. The appeal shall contain the same information as required in Section 14.2.2, above. The Select Board shall conduct their first hearing session regarding the grievance within fifteen (15) calendar days from the date of its receipt, and shall render its decision in writing within fifteen (15) days from the close of their final hearing date, and such decision shall be final and not subject to further appeal.

Section 15.3 – Mutually Satisfactory Disposition

Any mutually satisfactory disposition reached as a result of action taken in Section 15.2 above shall be final and binding upon the parties as to the matter in dispute and the Select Board, the Union and the grievant shall thereafter comply in all respects with the result of such disposition.

Section 15.4 – Time Limits

If the grievance is not reported and/or processed within the time limits set forth in Section 15.2 above, the matter shall be dismissed and no further action will be taken with respect to such grievance.

Section 15.5 – No Limitation of Employee Rights

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of either the Highway, Sanitation, or Cemetery Departments, having the grievance adjusted without the intervention of the Union provided the adjustment is not inconsistent with the terms of the Agreement and that the Union has been given the opportunity to be present at such adjustment and to state its views.

Section 15.6 – Personnel Records

The personnel record of an employee shall remain intact and shall not be cleared of written

warnings or notifications of suspension or any other materials unless ordered by the department head, Select Board or other legal authority in accordance with the grievance procedure. However, no written warning shall be used for any disciplinary purposes two years from the date of its issuance and no suspension or activities leading to suspension shall be used for any disciplinary purposes three years from the date of the conclusion of such suspension. In the event that a written warning or suspension or other disciplinary activity is not of a similar nature to the one under consideration, then the above time periods shall be reduced to 1 year and 2 years, respectively.

ARTICLE 16
UNIFORMS

The Town will provide each regular, full-time bargaining unit employee with a reimbursement of up to five hundred and fifty dollars (\$550) per year for purchase of one (1) or more pairs of safety toed work boots. The employee may purchase any quality rated safety-toed boots. The receipt of purchase must state that the boot is safety-toed and submitted to the Director of the Department of Public Works within thirty (30) days of purchase to obtain reimbursement. The primary purpose of this stipend is to provide for suitable safety toed boots. However, if all the funds are not needed for this primary purpose, then the employee can use the remaining funds for the purchase other town-logo uniform, winter gear, or safety apparel items.

New hires, and those employees in their probationary period, as outlined in Article 1, Section 1.2 shall be reimbursed up to fifty dollars (\$50) within thirty (30) days of D.O.H. Should such probationary employees attain regular status in the same year in which they were hired, they shall receive the difference of the five hundred and fifty dollars (\$550) stipend enjoyed by regular bargaining unit employees.

All requests for reimbursement shall be submitted to the Director of Public Works by December 1st each year. Boot reimbursements shall not be made after an employee has submitted his/her notice of resignation or retirement. Employees who attain regular status after the December 1st deadline, shall be eligible to submit receipts for reimbursement within 30 days of attaining their regular status.

The Town will pay 100% of the cost of uniforms. Once provided, all bargaining unit employees must wear the issued uniforms at all times.

Probationary employees shall be provided with uniforms once they have completed three (3) months of their probationary period as outlined in Article 1, Section 1.2.

The town shall retain the right to change vendors, or suppliers; however, the quality and quantity of the uniforms shall be maintained at the current standards.

ARTICLE 17
SUBCONTRACTING

Section 17.1 - General Policy

It is the general policy of the Town to continue to utilize its employees to perform work they are qualified to perform. However, the Town reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency.

Section 17.2

Except where an emergency situation exists, before the Town changes its policy involving

Goffstown, NH – DPW Teamsters – Collective Bargaining Agreement 2024-2025

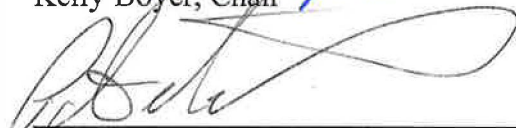
expiration date until and unless a subsequent agreement is reached or the parties agree to the cancellation of this agreement in its entirety. The economic terms of this agreement shall continue and be extended beyond its termination date, except as provided above, but it is understood and agreed that all economic provisions including wages, benefits and insurance shall remain at the level in effect upon the termination date of this agreement and shall not increase or otherwise be modified without further subsequent agreement by and between the parties except in the event of the cancellation of this agreement in its entirety in which case all members of the bargaining unit shall be subject to the personnel plan of the Town of Goffstown.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement this 24TH day of ~~March~~, 2024.
JUNE

GOFFSTOWN SELECT BOARD




Kelly Boyer, Chair




Peter Georgantas, Vice Chair

Collis Adams, Selectman



Jim Craig, Selectman



Mark T. Lemay, Selectman

TEAMSTERS LOCAL 633 OF N.H.



Jeff Padellaro, Secretary/Treasurer



Mark Clifford, Field Representative
Local 633



Dalton Clark, Steward



Brian Bugbee

the overall subcontracting of work in a general area, where such policy change amounts to a significant number of bargaining unit employees, the Town will notify the Union and offer the Union an opportunity to discuss the desirability of subcontracting such work.

ARTICLE 18
SEVERABILITY AND EXPENDITURE OF PUBLIC FUNDS

Section 18.1

This agreement represents the entire agreement between the parties, and no amendment, alteration or variation of the terms of provisions of the Agreement shall bind the parties hereto unless made and executed in writing by such parties. If any provision of this Agreement or any application of the Agreement to any employee or group of employees covered by this Agreement is found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, provided however, that all other provisions of this Agreement and application thereof shall continue in full force and effect as long as such remaining parts or portions can be reasonably construed without reference to the invalid provisions. The parties agree to meet to negotiate with respect to the specific article, section or portion of this Agreement which has been found to be contrary to law or unenforceable but neither party will be required to make any concessions in order to reach agreement on the article, section or portion of this Agreement in question.

Section 18.2

Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Select Board, unless and until the necessary specific appropriations have been made. The Select Board shall make a good-faith effort to secure the funds necessary to implement said agreement. If such funds are not forthcoming, the Select Board and the Union shall resume negotiations regarding the matters affected.

In the event it is necessary to call a special town meeting for the approval of this contract, the town and the union agree to share the expense associated with that meeting equally.

ARTICLE 19
DURATION

Section 19.1

The provisions of this Agreement shall be effective upon approval by 2024 Town Meeting and shall continue and remain in full force and effect through December 31, 2025 unless written notice of desire to cancel or terminate this Agreement is approved by both parties.

Section 19.2

The parties agree to meet on or before 180 days prior to the date in the preceding paragraph to renegotiate this Agreement. The parties further agree that this provision shall satisfy any notice requirements in respect to such negotiations, which may be required by New Hampshire RSA 273-A.

Section 19.3

The non-economic provisions of this agreement shall continue in force and effect beyond the

APPENDIX A
WAGES AND MEMBER PLACEMENT (07/01/24)

DPW Teamsters - Wage Matrix											
Effective 07/01/2024											
Steps		1	2	3	4	5	6	7	8	9	10
Laborer (no CDL)	DPW1	19.00	19.76	20.55	21.37	22.22	23.11	24.03	24.99	25.99	27.03
Truck Driver (CDL-B)	DPW2	22.88	23.80	24.75	25.74	26.77	27.84	28.95	30.11	31.31	32.56
Equipment Operator Mechanic Assistant Scalehouse Operator	DPW3	24.96	25.96	27.00	28.08	29.20	30.37	31.58	32.84	34.15	35.52
Solid Waste Truck Driver	DPW4	27.46	28.56	29.70	30.89	32.13	33.42	34.76	36.15	37.60	39.10

4% between steps

	Employee No.	Labor Grade	Step (07/01/24)
Truck Driver	686	DPW2	8
	6490	DPW2	5
	6629	DPW2	3
	6617	DPW2	3
	6708	DPW2	2
	6747	DPW2	2
	6727	DPW2	2
	5839	DPW2	9
	6674	DPW2	3
	6723	DPW2	2
Mechanic Assistant	6482	DPW3	6
	6741	DPW3	4
Heavy Equipment Operator	6065	DPW3	8
	6154	DPW3	7
	6050	DPW3	9
	6422	DPW3	5
Scalehouse Operator	946	DPW3	9
	5863	DPW3	9
Solid Waste Truck Driver	432	DPW4	7
	6489	DPW4	4
	5767	DPW4	7

APPENDIX B: MEMORANDUM OF UNDERSTANDING

The Parties have agreed, for the duration of this collective bargaining agreement, that employee number 686 shall not be required to possess a valid C.D.L.-B license as a condition of continued employment.