

# **Collective Bargaining Agreement**

by and between

**Town of Peterborough, NH**

and the

**International Brotherhood of Teamsters Local 633**

Term: July 1, 2024 through June 30, 2027

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## **AGREEMENT**

The Town of Peterborough (hereinafter referred to as the "Town") and the International Brotherhood of Teamsters Local 633 (hereafter referred to as the "Union") hereby agree as follows:

### **ARTICLE 1 – RECOGNITION**

#### **Section 1.**

The Town hereby recognized the International Brotherhood of Teamsters Local No. 633, as the exclusive representative, pursuant to the provisions of New Hampshire RSA 273-A for all regular full-time and regular part-time employees in the positions of truck drivers, laborers, heavy equipment operators, mechanic, landfill and recycling attendants as listed in Certification M-0700, dated May 18, 1994 and utility support laborer and utility technicians I & II, effective July 2000.

Additionally, it is agreed that the following positions and employees are specifically excluded from recognition or coverage under this Agreement: Director of Public Works and General Services Superintendent, Utilities Superintendent, Public Works Business Manager, all other Department Heads, all other supervisors, professional and confidential employees, persons in a probationary or temporary status, employed seasonably, irregularly or on call, and all other employees of the Town.

#### **Section 2.**

It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated or other law shall in no way be obligated or limited by any of the provisions of this Agreement, and to the extent that any provision of this Agreement is inconsistent with any such law, the provision(s) of law shall prevail.

### **ARTICLE 2 – MANAGEMENT RIGHTS**

#### **Section 1.**

Except as specifically limited or abridged by the terms of the Agreement, the management of Town Departments in all its phases and details shall remain vested exclusively in the Town and its designated agents. The Town and its agents shall have jurisdiction over all matters concerning the management of Town Departments, including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of rules and regulations, the establishment of qualifications for employment, the establishment of work and productivity standards, the right to hire, supervise, discipline or discharge, transfer, and relieve employees from duty for lack of work or funds, the right to decide job classifications, the right to abolish positions, the right to determine the methods, processes and manner of performing work and the general control of all of the operation of Town Departments in all its phases and details as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws.

#### **Section 2.**

It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically enumerated herein. The Town shall retain all rights and authority exercised prior to the execution of the Agreement, except as modified in this Agreement. The Town not

exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed to be waiving its right to exercise such function or preclude the Town from exercising the same in some other way not in conflict with the express provisions of this Agreement. It is further specifically agreed that this Article and the exercise of any management right herein shall not be subject to any grievance proceeding as hereinafter set forth.

## **ARTICLE 3 – EMPLOYEE RIGHTS**

### **Section 1.**

The Town and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment to discourage or encourage membership in the Union, or to discriminate against any employee because the employee has given testimony, or taken part in a grievance procedure, or proceedings of the Union.

### **Section 2.**

The Town and the Union reaffirm and will maintain the policy not to discriminate on account of race, color, religion, marital status, pregnancy, childbirth, gender identity or expression, military or veteran status, national origin, sex, sexual orientation, age, physical or mental disability, genetic information, or any other legally protected status. All such claims under this section shall be processed through the grievance procedure herein before acting with State or Federal agencies.

## **ARTICLE 4 – HARASSMENT**

### **Section 1.**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other offensive verbal or physical conduct that is sexual in nature when:

- a) submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- b) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee
- c) such conduct has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

By way of illustration only, some examples of conduct that could constitute sexual harassment in the workplace under certain circumstances would include but not necessarily be limited to the following:

- A. Sexual comments, attempts at humor or innuendoes of a provocative or suggestive nature.
- B. The leaving of sexually explicit books, magazines or photographs in the workplace.
- C. Unwelcome demeaning comments, ridicule, and offensive language, propositions or other similar actions.
- D. Unwanted, unwarranted, unsolicited off-duty telephone calls and contact.
- E. Hiring or promoting an employee in exchange for sexual favors or transferring, demoting or dismissing employees who refuse such sexual advances.

Sexual harassment is not exclusive to the employee/supervisor relationship. Peer to peer harassment can also occur.

Racial harassment is also prohibited. Unlawful racial harassment includes, but is not limited to, foul language of an offensive and racial nature, racial jokes or remarks, the display of racially offensive pictures, cartoons, screen savers or other materials.

All employees should understand that the use of the Town's equipment to harass others or even to communicate offensive jokes or remarks that may be considered offensive to another employee is not allowed.

## **Section 2.**

All employee complaints of sexual harassment shall be referred immediately to the employee's supervisor or the Town Administrator and be reported to the Union Business Agent. The matter will be promptly investigated. Confidentiality will be maintained to the extent possible consistent with the need to conduct a prompt and thorough investigation of a complaint. Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited.

## **ARTICLE 5 – PROBATIONARY PERIOD**

### **Section 1.**

All new employees shall serve a probationary period of ninety (90) days from the date of hire and during this period shall be classified as probationary employees. The Town may extend the probationary period for an additional sixty (60) days to further evaluate the employee's performance. Upon successful completion of the probationary period or an extension thereof, an employee shall be classified as a regular employee.

### **Section 2.**

Probationary employees are considered employees at will and may be terminated with or without cause and shall not be entitled to representation by the Union.

## **ARTICLE 6 – UNION CHECK OFF**

### **Section 1.**

The Union shall submit to the Town a card authorizing a dues check off and a card authorizing a drive check-off for each employee. Such card shall indicate the amount of the deduction, the date the deduction starts, the date the deduction ends (if applicable), and shall be signed by the employee.

The Town shall deduct the dues check-off and drive check-off amounts from the employee's first paycheck of each month and said sum shall be paid to the Union. The Union agrees to hold the Town harmless from any claim or liability arising out of its deduction of said amounts and payment to the Union under this article.

### **Section 2.**

Employees will also be allowed to participate in the New England Teamsters Federal Credit Union, provided that the Town has the processing capability.

### **Section 3.**

The Town agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to Granite State Teamsters, Democrat, Republican, Independent Voter education (Herein referred to as D.R.I.V.E.).

D.R.I.V.E. shall notify the Town of the amount (by way of a signed authorization card) designated from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any other week than a week in which the employee earned a wage. The Town shall transmit to the Teamsters Local 633 of NH on a monthly basis, in one check the total amount deducted along with the name of the employee on whose behalf the deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

## **ARTICLE 7 – SENIORITY**

Seniority shall be measured from the last date of hire of an employee. Seniority shall terminate upon the occurrence of one of the following events:

- Retirement.
- Discharge for just cause.
- Resignation.
- Lay off for one (1) year.
- Absence due to non-work-related illness or accident in excess of six (6) months.
- Failure to return from lay off within fourteen (14) calendar days of notification.

This definition of seniority and parts thereof shall have force and effect only with respect to provisions of this Agreement specifically requiring the Town to make personnel decisions in whole or in part on the basis of seniority.

## **ARTICLE 8 – LAY-OFF AND RECALL**

### **Section 1.**

In the event of layoff, part time employees shall be laid off first. All other employees shall be laid off on the basis of the least qualified to perform the remaining job(s) in their respective classification being laid off first. It is understood that an employee retained must be qualified to perform the available work, as determined solely by the Town. In the event a senior employee to be retained would experience a change in employment status from full time to part time or from part time to full time, said senior employee shall be extended the option of layoff in lieu of the less senior employee scheduled for layoff.

### **Section 2.**

In the event of recall, employees shall be recalled in accordance with the qualifications necessary, as determined solely by the Town for the available positions in each job classification.

Recalled employees shall be mailed a recall notice to the last known address on Town records. It shall be the employee's responsibility to update such mailing addresses as necessary. An employee who fails to return to work within fourteen (14) calendar days of the mailing of the recall notice shall lose all recall rights and seniority.

Recall rights shall continue for one (1) year after the date of lay-off of the employee.

## **ARTICLE 9 – JOB POSTING**

### **Section 1.**

When a union position vacancy occurs as a result of the establishment of a new position or retirement or termination of a current employee, the Town shall post a notice indicating the position, its pay grade, the qualifications required and the normal working hours for the position, which shall be subject to change at the discretion of the Town.

### **Section 2.**

The job posting shall be left on the bulletin board for five (5) working days and all employees in the bargaining unit shall be eligible to sign up to indicate their interest in filling the position. Nothing in this posting procedure shall be deemed to limit the Town's right to seek applicants for the position from outside the particular Department.

## **ARTICLE 10 – OVERTIME**

### **Section 1.**

Overtime will be assigned on a rotating basis among qualified employees within the job classification. It shall be the duty of all able-bodied employees to make themselves available during emergency, and special projects situations, as determined by the Department Head. Deliberate refusal to work during such situations, without justification, as determined by the Department Head, may result in disciplinary action.

All employees covered by this agreement shall be paid for all time spent performing their duties covered under this agreement. The Town will not allow employees to work without appropriate compensation, as specified in this agreement.

### **Section 2.**

Employees shall receive time and one-half for all hours worked in excess of forty (40) hours in a week. Holiday, Vacation, Workers' Compensation, and Bonus time hours shall be considered as hours worked for purposes of computing overtime.

### **Section 3.**

Scheduled overtime is when the Town writes overtime into an employee's schedule in advance, not to include the continuation of the work day. In this instance, the employee will be paid a minimum of one hour or the hours actually worked, whichever is greater, based on the terms provided in ARTICLE 10 OVERTIME, Section 2.

### **Section 4.**

It is understood by the parties that this Section shall not be deemed to prohibit or limit the use of temporary personnel when the Department Head determines that it is necessary.

### **Section 5.**

Assignments and attendance for winter snow pick up will be additionally compensated with a "Snow Pickup Stipend" of \$25 per occurrence.



## ARTICLE 11 – CALL-IN AND STANDBY TIME

### Section 1.

Employees called in to work outside of their regularly scheduled working hours after leaving the work premises, will be paid for time actually worked with a minimum of three (3) hours at the employees classified hourly rate, except in instances where the employee is coming in to perform authorized scheduled overtime in which case the employee will be paid the employee's classified hourly rate of pay only for hours worked except as otherwise provided in ARTICLE 10 OVERTIME, Section 2.

### Section 2.

Employees subsequently called in within three (3) hours of their last call-in, shall not receive the call-in premium.

### Section 3.

The Department of Public Works utilizes, on an as needed basis, a stand-by system which shall be administered as follows:

- a. The standby period for General Service / Highway is from 7:00 a.m. Friday until 7:00 a.m. the following Friday; the standby period for Utilities is 7:00am Wednesday until the following Wednesday at 7:00am.
- b. The standby employee shall carry a cell phone provided by the Department, must stay within a thirty-minute drive-time radius of the Town, and must respond by cell phone or landline within fifteen (15) minutes from the initial call as recorded by the Police Department, Hillsborough County Sheriff's Department or Keene Mutual Aid, whichever originates the call;
- c. Failure of the standby employee to comply may result in a two (2) day suspension without pay for the first offense and termination for the second offense;
- d. Standby Employees carrying a cell phone provided by the Town and assigned to perform services in the Utilities Department shall be compensated nine (9) hours at time and a half for the standby period specified in a) above plus their classified rate of pay with a one (1) hour minimum for each page call out. These standby employees shall be compensated thirteen (13) hours at time and a half when a holiday falls within the standby period.
- e. All other standby employees shall be compensated eight (8) hours at time and one half for the standby period specified in a) above plus their classified rate of pay with a one (1) hour minimum for each page call out. The standby employees shall be compensated twelve (12) hours at time and half when a holiday falls within the standby period.
- f. Scheduled weekly "lab rounds" for the Utility Division shall be compensated at a minimum of two (2) hours, or time worked, whichever is greater.

## **ARTICLE 12 – DISCIPLINARY PROCEDURE**

### **Section 1.**

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

### **Section 2.**

Prior to a written warning being issued, the Supervisor will hold a discussion with the employee to whom the warning is to be issued to. The purpose of this is to get both sides of the story and maybe prevent a warning being issued.

### **Section 3.**

All suspensions and discharges must be stated in writing with reasons stated and a copy given to the employee and a courtesy copy will be provided to the Union representative.

### **Section 4.**

No employee shall be discharged if such discharge is based solely upon information received from GPS or any successor system, unless he/she engages in dishonesty (defined for the purposes of this paragraph as any act or omission by an employee where he/she intends to defraud the Town).

### **Section 5.**

Just cause for immediate discharge without prior discipline shall be:

- a. Insubordination.
- b. Consumption of or under the influence of alcohol while on duty.
- c. Using, selling or being in possession of illegal drugs or drug paraphernalia while on duty or being under the influence of illegal drugs while on duty.
- d. Fighting.
- e. Unauthorized absence for three (3) days without calling the Department.
- f. Stealing.
- g. Commission of a felony.
- h. Dishonesty.
- i. Immoral conduct.
- j. Falsification of records.
- k. Endangering the public or other employees.
- l. Absenteeism
- m. Other serious offenses justifying discharge.

### **Section 6.**

All employees shall have the right to review their personnel records during normal Town Office working hours.

## ARTICLE 13 – LEAVE OF ABSENCE

### Section 1.

The Town shall follow the provisions of the Family and Medical Leave Act (FMLA).

### Section 2. USE OF BENEFIT TIME

When on FMLA, the employee is required to use an amount of vacation time equal to the accrual amount which they earn annually to extent accrued and available. Any amount which is accrued and unused above their annually earned accrual, may be used at the employee's option. In addition, the employee may utilize other accrued unused time to cover any period of otherwise unpaid leave.

### Section 3. MEDICAL CERTIFICATION

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 Town and the employee.

### Section 4. EXTENSIONS

Upon the approval at the sole discretion of the Town Administrator, an employee may receive an extension of the FMLA leave of the absence for medical reasons without pay for a period beyond twelve (12) work weeks provided notice is given at least ten (10) work days prior to the commencement of said extension. An employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits during said extension. Continuation of the health insurance benefit during the extension period shall be at the employee's expense.

## ARTICLE 14 – LEAVE TIME

### Section 1. Vacation Leave

Each eligible, full-time employee, after successful completion of the probationary period, shall be eligible for a leave with pay for the purpose of taking a vacation. The employees may use the hours based on their regular working hours per day.

#### A. Length of Vacation

1. Each eligible full-time employee shall accrue annual vacation leave according to the following schedule:
  - a. upon completion of the first six months of continuous service – 40 hours.
  - b. upon completion of the second six months of continuous service – 40 hours.
  - c. upon completion of two years of continuous service – 80 hours.
  - d. upon completion of five years of continuous service – 120 hours.
  - e. upon completion of ten years of continuous service – 160 hours.
  - f. upon completion of twenty years of continuous service – 200 hours.
2. BONUS DAYS: An addition of (10) hours will be added to an employee's "Bonus Leave Bank" to an eligible full-time employee who does not use sick leave, any other leave for sick time, and is not on a leave of absence in a four-month period. The four-month periods are as follows:
  - a. January 1<sup>st</sup> to April 30<sup>th</sup>

- b. May 1<sup>st</sup> to August 31<sup>st</sup>
- c. September 1<sup>st</sup> to December 31<sup>st</sup>
- d. Bonus leave max balance accumulation shall be sixty (60) hours.
- e. Bonus leave shall be paid out at a separation the same manner as vacation leave.

#### B. Use of Vacation Leave

Vacation leave may be taken all at once, several days at a time, in parts of days, or accumulated and carried over into the following year.

Employees will not be allowed to carry over more than one year's allocation of vacation leave into a subsequent year. Exceptions to this rule may only be granted by specific written permission of the Town Administrator after receipt of a written request is received from the employee with the written recommendation of the employee's department head. Employees are advised to take their vacation during the year in which it is earned. If an employee wishes to be paid prior to going on vacation, the employee should notify the finance director at least ten days in advance of the last working day before the vacation.

#### C. Vacation Leave

Vacation leave will be allocated to each employee as vacation leave is earned and the balance of said leave will be shown on the pay slip of the employee. Vacation leave will begin to accrue upon completion of the initial probationary period.

#### D. Vacation Scheduling

The department head will determine the annual vacation schedule, taking into consideration the best interest of the town, the particular needs of the department and the desire of the employee. A conflict in scheduling vacation leave among several employees will be resolved by the department head on the basis of particular assignments of employees, and upcoming department workload.

The employee is required to give a minimum notice of five (5) days to the Department Head regarding taking vacation leave.

#### E. Vacation Leave Settlement Upon Termination of Employment

1. Employees who are eligible for vacation and whose employment is terminated for any reason shall be paid an amount equal to all accumulated vacation pay earned but not taken.
2. An employee who has received advance vacation pay or taken a vacation which, upon termination of employment, has not been accrued will have the amount of the unearned vacation pay previously received deducted from his or her final compensation payment.

#### F. Death of Employee Eligible for Vacation

Upon the death of an employee who is eligible for vacation, payment shall be made to the beneficiary listed in the employee's personnel file in an amount equal to the vacation pay earned but not paid.

#### G. Vacation as Sick Leave

Vacation time may be used by employees in addition to sick leave, with the approval of the Town Administrator.

#### **H. Sickness While on Vacation**

With the approval of the Town Administrator, an employee who becomes ill while on vacation may change those days when ill to sick leave.

#### **I. Purchase of Additional Vacation**

During the open enrollment period, employees opting for health insurance provided by the Union may purchase an additional one week of vacation. Employees will not be allowed to carry over purchased vacation leave into a subsequent year.

### **Section 2 – Sick Leave**

All regular full-time employees are eligible to earn sick leave with full pay at the rate of six (6) hours per month. Employees may use the hours based on their regular working hours per day.

Sick leave shall not be considered a privilege which an employee may use at his or her discretion but shall be allowed only in the case of necessity and actual illness or disability of the employee, or because of illness in the employee's immediate family, or to take physical or dental examinations or other sickness prevention measures.

“Immediate Family” shall include the following family members: spouse, domestic partner, child, stepchild, mother, father, sibling, or other relative living in the same household.

An employee who does not utilize sick leave in a four (4) month period, January to April, May to August, and September to December shall be credited with ten (10) hours of bonus time. Such vacation day shall be taken at a time mutually agreeable to the employee and the Department Head.

#### **A. Accumulation of Sick Leave.**

Sick leave is accumulated on a continuous basis and may accumulate to a maximum of seven hundred and twenty (720) hours. Sick leave shall not accrue to any employee who is on sick leave for one full calendar month or more.

The balance of sick leave time shall be posted on each employee's pay slip as accumulated, as in the case of vacation time. Sick leave will begin to accrue at completion of the initial probationary period.

#### **B. Use of Sick Leave**

When all sick leave and accumulated sick leave has been used because of extended illness or injury, the employee may use his banked PDO or vacation leave in lieu of sick days.

#### **C. Reporting Absence.**

In order to receive compensation while on sick leave, the employee shall notify the department head as early as possible before the start of the regularly scheduled work day on each day of absence.

#### **D. Physician's Certificate.**

For absence under this section, the department head or Town Administrator may require a statement from a physician certifying the employee's illness after 3 consecutive days of absence.

#### **E. Sick Leave Settlement Upon Termination of Employment.**

For employees employed by the Town for more than 10 years, the following sick leave reimbursements shall apply:

1. employees employed 10 to 20 years, sick leave reimbursement shall be 35% of sick leave accumulation.
2. employees employed 20 to 25 years, sick leave reimbursement shall be 40% of sick leave accumulation;
3. employees employed 25 to 30 years, sick leave reimbursement shall be 50% of sick leave accumulation;
4. employees employed 30 to 35 years, sick leave reimbursement shall be 60% of sick leave accumulation;
5. employees employed 35 to 40 years, sick leave reimbursement shall be 70% of sick leave accumulation; and
6. employees employed over 40 years, sick leave reimbursement shall be 80% of sick leave accumulation.

**F. Death of Employee Eligible for Sick Leave.**

Upon the death of an employee who has accumulated sick leave, payment shall be made to the beneficiary of the deceased employee in an amount as stipulated in Section (E).

**G. Records of Accumulated Sick Leave.**

The Finance Director will maintain a record of all credits and debits to the sick leave account of each employee. The employee may inspect this record at a time which is mutually agreeable to the employee and the Finance Director.

**Section 3 – Bereavement Leave**

In the event of death in the immediate family of any employee, the employee shall be granted up to forty (40) hours of paid leave of absence to make immediate household arrangements or to attend funeral services.

For the purposes of this section, immediate family shall mean the employee's spouse, domestic partner, parent, step-parent, foster parent, parent-in-law, grandparent, grandchild, sibling, sibling-in-law, child, stepchild, foster child or any other relative living in the same household.

In the event of death in the non-immediate family of any employee, the employee shall be granted ten (10) hours of paid leave of absence to attend funeral services. Non- immediate family shall mean aunt, uncle, cousin, niece, or nephew.

**Section 4. Other Personal Leave**

Written personal leaves of absence without pay may be granted at the sole discretion of the Town Administrator for a period not to exceed thirty (30) days. An employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the employee.

Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted. Failure of the employee to report promptly for work at the expiration of the leave shall be cause for dismissal.

**ARTICLE 15 – HOLIDAYS**

The Town recognizes the following days as holidays and all non-emergency service departments will be closed:

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

The Town also grants an additional Floating Holiday that can be taken at the employee's discretion, pursuant to Article 14-Leave Time, Section 1, D.

#### 1. COMPENSATION

Employees shall be entitled to the above designated holidays on the following terms:

A. All regular full-time employees shall have 10 hours of Floating Holiday placed into their Floating Holiday Leave Bank on July 1st. The Floating Holiday time must be used before the following June 30th. Floating Holiday time may not be carried into the following Fiscal Year.

a. Qualifying part-time employees will receive the same Floating Holiday benefit prorated by the number of hours worked the preceding Fiscal Year.

B. All regular full-time employees shall have 110 hours of Holiday placed into their Holiday Leave Bank on the following schedule:

- a. July 1st – 30 hours
- b. October 1st – 30 hours
- c. January 1st – 30 hours
- d. April 1st – 20 hours

C. Qualifying part-time employees will receive the same benefit pro-rated by the number of hours worked the preceding Fiscal Year.

D. Holiday time must be used for the Town recognized Holiday, if your scheduled shift falls on that day and your department is closed.

E. If your schedule is such that you have a surplus of Holiday time beyond what is required to be used for the Town recognized Holidays, you may use the surplus Holiday time in the same manner Vacation time is used.

F. The Holiday time must be used before the following June 30th. Holiday time may not be carried into the following Fiscal Year.

G. All employees that are required to work on a Town designated Holiday or the actual Holiday will be compensated at time and a half.

H. Holiday time and Floating Holiday time are not earned time and are not payable upon termination of employment.

I. If you are hired after July 1st, the Holiday time and Floating Holiday time are pro-rated. Eligible full time and part time probationary employees (Article 1, Section 2) will receive holiday pay per the terms as specified for the regular employees (pursuant to this Article).

## **ARTICLE 16 – MILITARY LEAVE**

In accordance with Federal and State law, it is the Town's policy that no employee or prospective employee will be subjected to any form of discrimination based on that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment based on such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or this policy.

In addition to an employee's rights under USRRA, any employee who is a member of the National Guard or Military Reserves, and is required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one year, and any such leave shall not affect the employee's annual earned time leave. The amount of compensation paid to such employee for such leave of absence shall be the difference between the employee's compensation for military activities (as shown by a satisfactory statement by military authorities giving the employee's rank and base pay) and the amount of the employee's regular weekly pay. If the employee's base pay for military service is equal to or greater than the pay due as a town employee for the period covered by such military leave, then no payment shall be made.

## **ARTICLE 17 – JURY DUTY**

A regular full-time employee summoned to jury duty or for any other required appearance before a court or other public body, not resulting from their own request or violation of the law, will be granted a leave of absence with pay for the required period necessary to perform this duty. An employee who receives a jury notice or subpoena to testify due to Town related matters should notify the department immediately. For the purpose of this section, one day shall be equal to the employee's regularly assigned shift for the time period that the employee is at court including travel time.

A. A regular full-time employee will receive their regular base salary for his scheduled work days when called to serve on a jury or to appear before a court. An employee who receives compensation from the court will sign over the court pay to the finance department to receive their regular pay. Court reimbursed travel expenses shall be kept by the employee.

B. An employee, if subpoenaed to testify on a case relating to a Town matter, will receive their regular pay including travel time.

## **ARTICLE 18 – EMPLOYEE INDEMNIFICATION**

### **Section 1.**

The Town shall defend all employees against any claims made against them arising out of an act or omission by the employee while acting in good faith within the scope of his/her employment. The Town shall indemnify all employees for any judgments entered against them arising out of any act or omission



by the employee acting in good faith within the scope of his/her employment, to the extent that the claim is within the scope of coverage of an insurance policy maintained by the Town.

## Section 2.

The obligation of the Town to defend and indemnify, shall not:

- a. extend to an act of alleged criminal conduct by members of the bargaining unit, or
- b. preclude discipline or discharge of the members of the bargaining unit for the conduct which gave rise to the claim.

## ARTICLE 19 – TRAINING AND CAREER DEVELOPMENT

### Section 1 - Purpose

It shall be the responsibility of the Town Administrator and Department Head(s) to promote the training of employees for the purpose of improving the quality of services provided by the Town and aiding employees to equip themselves for career advancement in the Town.

### Section 2 – Administration of the Program

Each town department has an established departmental career development and training program, with allocated funds to be used for the training of employees.

- A. RESPONSIBILITIES:
  - a. It is the responsibility of the Town Administrator to review each DPW division's yearly requested budget for the training program and to approve reasonable requests within available funds.
  - b. Department Heads will maintain records of the approved training courses and records of all successfully completed courses and programs of all their employees.
- B. It is each Department Head's responsibility to prepare yearly a proposed budget for the training program. Once approved, employee requests for the use of training monies to finance a course of study, workshop, etc., will be reviewed by the Department Head and approved on these bases:
  - a. The course or workshop is in the same or a closely related field to that of the employee, and it can be reasonably expected that completion of the training will directly improve the carrying out of regular duties. Training requests that are to improve performance of an employee's current duties are to be given highest priority.
  - b. Sufficient funds are available to cover costs of the course.
  - c. The course or workshop, while not expected to directly relate to performance of current duties, can be expected to improve the potential of the employee to be qualified for work of a higher classification level in Town service. Courses totally unrelated to the employee's occupational field or to Town service will not be approved.
- C. A Department Head may request the Town Administrator to review any training request for approval, should the Department Head be unable to determine if the requested course is sufficiently related to the employee's work and/or the benefit to Town service.
- D. During the employee's attendance at training classes, the employee will be in the direct employ of the Town of Peterborough and shall conduct themselves in accordance with and under the guidance of the standards of conduct set forth by the Town policies and procedures. The employee's place of employment for the day will be the location of the training class. Employees who leave from work and return to work will be paid for travel time. Employees who leave from

home will not be paid for travel time to and from the class. An exception may be made by the Town Administrator with prior approval. Travel to and from training classes will be by means of a town owned vehicle, carpool, or the employee's personal vehicle. Employees who use their personal vehicle may be reimbursed at the established mileage rate per mile.

- E. Upon successful completion of the course or workshop the employee shall be awarded 0.2 bonus hours per hour of training completed. The use of those bonus hours shall follow Article 14-Leave Time, Section 1, D.

### **Section 3 – Identifying Training Needs**

- A. At the time of the annual performance evaluation of the employee, discussion should take place regarding the areas of interest to the employee and areas where training is desirable for performance of the job or where training is likely to develop additional skills for growth into other positions in Town service. Specific courses and training to be taken should then be identified if possible.
- B. Department Heads should, through contact with the Town Administrator's office and the public community, keep themselves apprised of training programs that may be of help or interest both to themselves and to their employees and should notify the Town Administrator and/or employee as to appropriate courses.

### **Section 4 – Education Reimbursement**

The following college reimbursement policy will apply for regular full-time employees after one (1) year of service. The Town agrees to provide reimbursement for fifty percent (50%) of the cost of courses if all the following conditions are met:

1. Courses must be approved in advance by the Department Director.
2. Courses are related to the employee's job or are part of the approved career development program.
3. Budgeted funds are available.
4. Successful completion of course work with a "B" or the numerical equivalent grade or better and satisfactory proof of attainment.

Cost of courses shall include tuition, registration, books, supplies and course material upon documented evidence of expense(s).

Regular full-time employees enrolled in a graduate program will be reimbursed 50% of their tuition if all the required criteria are met.

If a course is paid for in whole or in part through Federal or State Programs, then the Town will not reimburse for such a course, it being the intent of this section to eliminate double payment for any course.

The restriction and requirements set forth above shall not apply to courses which the Town requests an employee to take during duty time.

### **Section 5 – CDL Expenses**

The Town will pay the costs of C.D.L. licensing and training which is needed to operate a Town vehicle in the performance of the employee's job duties.

### **ARTICLE 20 – MILEAGE**

Employees required or requested to use their personal vehicles in the course of their duty for Town business shall be reimbursed at the prevailing IRS rate.

### **ARTICLE 21 – HEALTH INSURANCE**

Town shall provide health insurance for all eligible regular full-time employees and their dependents through Allegiant Care or a Town-provided healthcare plan. Such plan shall have an open enrollment period on each renewal date where the employee may enroll in the plan, or, if eligible, waive coverage to enroll in an alternative health insurance plan such as that which is provided through the Teamsters.

The insurance premiums shall be shared by the Town at eighty (80%) and the employee at twenty percent (20%). The employee shall pay their portion through a payroll deduction.

### **ARTICLE 22 – LIFE INSURANCE**

#### **Section 1.**

Life Insurance for the full-time employees shall be provided at no cost to the employee.

#### **Section 2.**

The Town shall provide a short-term disability plan and a long-term disability plan for all full-time employees at no cost to the employee.

### **ARTICLE 23 – WAGES**

#### **Section 1.**

The Town and the union hereby agree to the wage classification schedule (Appendix A).

#### **Section 2.**

1. In July of each year, performance evaluations will be completed on all union employees with clear goals established for the current year.
2. Using each employee's overall performance rating from the July evaluation and their current pay rate (quartile), the department head will determine (by individual employee) what percent increase each employee will receive, pursuant to Chapter 5 of the Employee Manual for the Town of Peterborough. Increases in wages will be in the first paycheck in the month of October for each calendar year.

#### **Section 3.**

At the end of each calendar year, the employee wage classification schedule will increase by the annual percentage received by Social Security Recipients.

#### Section 4.

Any employee serving as a Peterborough Call Firefighter shall be compensated for the hours fighting a fire at the pay rate established for call firefighters in addition to the normal rate of pay that they would receive if a fire call is responded to during the period normally would be working for the Town.

### ARTICLE 24 – WORKERS’ COMPENSATION

#### Section 1.

The Town shall follow all laws of the State of New Hampshire as it relates to Worker’s Compensation.

Worker’s Compensation, as distinguished from sick leave or disability leave, shall mean paid leave given to any Town employee due to absence caused by a service-connected illness or injury which occurred while the employee was performing his duties and covered by Worker’s Compensation Insurance.

Employees are responsible for reporting all accidents, illness, or injuries occurring during employment, regardless of how minor, to their immediate supervisor. Employees who are injured while on the job, no matter how slight, should report the incident immediately to the employee’s immediate supervisor. Failure to do so may jeopardize your worker’s compensation benefits.

A. WEEKLY INCOME BENEFITS: The amount of the weekly Worker’s Compensation benefit is set by the New Hampshire Department of Labor. The weekly benefit is currently based upon 60% of an employee’s average weekly wages. These benefits are paid by the Town’s Workers’ Compensation carrier to eligible employees.

In order that the employee’s income will not be interrupted by delayed receipt of Workers’ Compensation, the Town will advance to the employee an amount equal to the employee’s weekly pay, computed as if the employee was present for duty and working on all normal work days (and paid holidays) up to the time Workers’ Compensation begins or is denied. For this procedure to be followed, the employee must agree, in writing that upon receipt of the Workers’ Compensation check, payment back to the Town will be made in the amount received for the period in which the Town has paid. Any Town funds received by the employee beyond what has been received Workers’ Compensation Insurance shall either be deducted from the employee’s accrued Benefit Time (any accrued time, vacation, sick, etc) or the employee may pay the Town back with a cash payment.

When Workers’ Compensation has started the employee may request accrued Benefit Time to be charged proportionately to the difference between Workers’ Compensation wages and the employee’s normal pay (no overtime). Benefit Time may be used until all accrued time is exhausted.

If the employee has deductions for health insurance or other qualified deductions, the amounts for these deductions shall either be taken from accrued Benefit Time or the employee will pay the Town the appropriate weekly amount.

#### Section 2. EXAMINATIONS

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

## **ARTICLE 25 – UNIFORM ALLOWANCE**

The Town shall provide full-time employees with uniforms through a rental service. The cost of such rental uniforms shall be borne equally between the Town and the employee.

The employee may purchase work boots and submit the original receipt to the Town for reimbursement. Such reimbursement shall be at one hundred (100) percent of the cost to a maximum of \$150 per fiscal year.

## **ARTICLE 26 – NO STRIKE/NO LOCKOUT**

### **Section 1.**

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 slowdown, picketing of any kind while on duty, multiple resignation, withholding of services or curtailment of work or restrictions of interference with the operations of the Town or department thereof during the term of this Agreement. In the event of any such activity, the Town shall not be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased. The Town will not lock out any employees during the term of this Agreement.

### **Section 2.**

Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1 of this Article, the Union shall forthwith disavow any such activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article shall be subject to immediate discharge.

## **ARTICLE 27 – SEPARABILITY CLAUSE**

Should any article, section, or portion thereof of this Agreement be in violation of a Federal or a State law or Municipal ordinance, or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

## **ARTICLE 28 – SHOP STEWARD**

### **Section 1.**

The Town agrees to recognize one (1) Shop Steward and one (1) Alternate Shop Steward, who will serve in the absence of the regular Shop Steward. If a situation should arise which threatens to disrupt the workplace when the Shop Steward is on duty, the Town Administrator or a designee will attempt to schedule times or meetings so as not to lessen Departmental coverage. If a settlement cannot be reached,

the Steward shall report it by telephone to the Union Business Agent. If the issue still cannot be settled, the Steward shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.

### **Section 2.**

It is understood that time spent in grievance processing or investigation which is done by a Union Steward or member will be done either before or after in a regular shift and will not be paid for.

## **ARTICLE 29 – EFFECT OF AGREEMENT**

### **Section 1.**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive 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 subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

### **Section 2.**

This instrument constitutes the entire agreement and final resolution of all matters in dispute between the Town and the Union arrived at because of collective bargaining negotiations, except such amendments hereto as shall have been negotiated by mutual agreement and reduced to writing and signed by the parties.

## **ARTICLE 30 – GRIEVANCE PROCEDURE**

For the purpose of this policy, "days" mean "workdays".

### **Section 1.**

A grievance is defined as a dispute, claim or complaint raised by an employee covered by this Agreement involving the meaning, interpretation, or application of the express provisions of this Agreement. A grievance must be in writing and must state the specific provision(s) in this Agreement which allegedly has or have been violated, the date of the alleged violation and the specific relief sought.

### **Section 2.**

Prior to the institution of the formal grievance procedure hereinafter set forth, any employee who believes to have been aggrieved must, with the assistance of a Steward, attempt to informally resolve the matter with the appropriate Supervisor. The Supervisor has the responsibility to attempt to resolve the employee's grievance if the Supervisor has authority to do so. If the grievance cannot be resolved informally, the following procedure shall be utilized, or such grievance shall be deemed waived.

**STEP 1.** Any grievance shall be filed by the employee and/or the Union, in writing, with the Department Head within (10) work days of the alleged grievance occurrence, setting forth the specific terms and

conditions of this contract and the specific areas which the employee and/or the Union feel have been violated. The Department Head shall hold a meeting concerning the grievance within ten (10) work days of receipt of the grievance. The Department Head shall decide the grievance based upon the information supplied and any further information the Department Head shall render a decision, in writing, within ten (10) working days from the close of the hearing.

STEP 2. If the aggrieved employee and/or the Union is not satisfied with the decision of the Department Head or if no decision has been rendered within the ten (10) work day period as defined above, the employee and/or Union may appeal the grievance, in writing, to the Town Administrator within five (5) work days of the receipt of the Department Head's decision, or that date upon which such decision should have been rendered, provided however, that the aggrieved employee and/or the Union sets forth the specific reasons for such appeal and the terms and conditions of this contract and the specific areas which the employee and/or the Union feel have been violated, as was presented to the Department Head. The Town Administrator or designee may hold a meeting concerning the grievance within the ten (10) work days of receipt of the aggrieved employee's and/or Union's appeal. The Town Administrator shall decide the grievance based upon the information supplied any further information the Town Administrator may request during or subsequent to the hearing. The Town Administrator shall render a decision, in writing, within ten (10) work days from the close of the hearing.

STEP 3. If the aggrieved employee and/or the Union is not satisfied with the decision of the Town Administrator, or if no decision has been rendered during the time period specified above, said employee and/or Union may appeal the grievance, in writing, to the Board of Selectmen within ten (10) days of the receipt of the Town Administrator's decision, or the date upon which such decision should have been rendered. The Board of Selectmen shall not be required to conduct a hearing. The Board shall conduct its first meeting dealing with the return of the appeal within fifteen (15) days from the date of its receipt and shall render its decision in writing within fifteen (15) days from the close of any final meeting on the matter.

STEP 4. If the decision of the Board of Selectmen is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, said employee and/or Union may within ten (10) workdays, appeal, in writing, the decision of the Board of Selectmen to arbitration.

STEP 5. If the Union elects to proceed to arbitration, the Town Administrator and the Union will endeavor to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment to serve, the grievance shall be referred to the New Hampshire Public Employee Labor Relations Board by, the Union no later than twenty (20) days after the receipt of the notice of submission to arbitration. If such event, the arbitrator shall be selected in accordance with the rules of the Public Employee Labor Relations Board. Once arbitration has been requested, the parties agree that if the Union or the Town so requests, a clarification meeting will be held with the Town Administrator and the Business Agent to investigate one more time any avenues of settlement.

Should the two parties not be able to reach agreement within a two-week (14 day) time frame, the parties will utilize the established PELRB selection process for the appointment of an arbitrator.

### **Section 3.**

The Town and the Union agree that they will individually be responsible for their own costs, preparation, and presentation. The Town and the Union further agree that they shall equally share in the compensation and the expense of the arbitrator.

### **Section 4.**

The arbitrator shall have no right to amend modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provision of this Agreement, and the appropriate remedy thereof. The Arbitrator shall be in power to determine the issues raised by the grievance as submitted in writing. The Arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or rules or regulations of administrative bodies that have the force and effect of law. The Arbitrator shall not in any way limit or interfere with powers, duties and responsibilities of the Town or Department under law and applicable court decisions.

### **Section 5.**

Each grievance shall be separately processed at any Arbitration proceeding, hereunder unless the parties otherwise agree.

### **Section 6.**

The arbitrator shall furnish a written opinion within thirty (30) days specifying the reasons for his decision. The decision of the arbitrator, if within the scope of his authority and power within this Agreement, shall be final and binding upon the Union, the Town and the aggrieved employee who initiated the grievance.

### **Section 7.**

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

## **ARTICLE 31 – UNION BULLETIN BOARD**

The Town shall provide space for a bulletin board or space on its bulletin board in designated areas for Union notices. Employees shall not post notices of a derogatory, libelous, or profane nature and shall be limited to actual Union activity. Employees shall not post Union notices at any other locations other than the approved Union bulletin board.

## **ARTICLE 32 – RETIREMENT SYSTEM**

All regular full-time employees shall be covered under the New Hampshire Retirement System.

## **ARTICLE 33 – SAFETY ISSUES**

### **Section 1.**

The Town has the right to make regulations for safety and health of its employees during hours of employment.



## **Section 2.**

The Union and its members agree to exercise proper care of all Town property issued or entrusted to them.

## **Section 3.**

The Shop Steward, or his/her designee, shall be a member of the Town's Safety Committee.

## **Section 4.**

The Town shall implement and maintain a comprehensive safety program for the Department by adopting applicable safety provisions as provided for in the Compensation Funds of New Hampshire's Loss Prevention Manual and any additional safety standards and rules as deemed appropriate by the Town or as mandated by law.

## **ARTICLE 34 – HOURS OF WORK**

The hours of work for Public Works Department Personnel shall generally be between the hours of 6:00 a.m. and 4:30 p.m., Monday through Thursday, except for Recycling Center where hours generally shall be 7:30 a.m. to 6:00 p.m., Tuesday, Wednesday, Friday, and Saturday. Deviations from the schedule set forth above may be made at any time by the Department upon ten (10) workdays notice to the affected employees of the bargaining unit, or without notice in exceptional or emergency conditions, as determined by the Department.

For the purposes of conducting payroll and the computation of overtime, the work week begins at 12:01 am Saturday, ending 12:00 am the following Friday.

## **ARTICLE 35 – EXPENDITURE TO PUBLIC FUNDS**

Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Employer, unless, and until, the necessary specific appropriations have been made by the Town of Peterborough Budgetary Town Meeting at each of its appropriate annual meetings during the term of this Agreement. The Employer shall make a good-faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual meetings. If such funds are not forthcoming, the Employer and the Union shall resume negotiations regarding the matters affected.

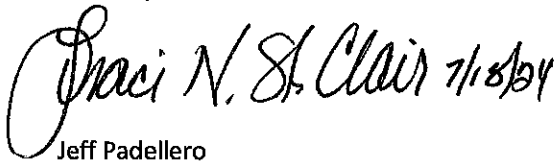
**ARTICLE 36 – DURATION**

This agreement shall be effective as of July 1, 2024 except as otherwise specifically provided herein and shall terminate on June 30, 2027.

TEAMSTERS LOCAL 633

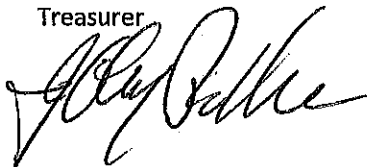
Traci St. Clair

Field Representative

  
Traci N. St. Clair 7/15/24

Jeff Padellero

Treasurer



Peter Bergeron

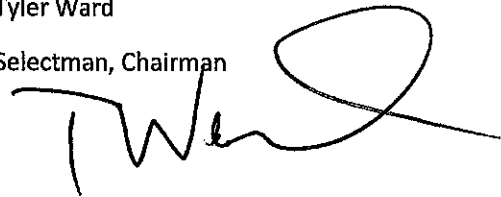
Chief Steward



TOWN OF PETERBOROUGH

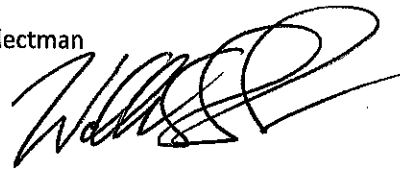
Tyler Ward

Selectman, Chairman



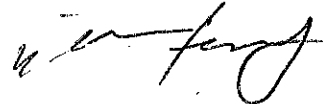
Bill Taylor

Selectman



William Kennedy

Selectman



Signing Date: