

**AGREEMENT**

Between

**TOWN OF GOFFSTOWN  
BOARD OF SELECTMEN**

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

**HIGHWAY, SANITATION, CEMETERY AND  
SEWAGE DEPARTMENTS**

**Town Meeting March 14, 2006**

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## PREAMBLE

The Goffstown Board of Selectmen, Town of Goffstown, State of New Hampshire (hereinafter referred to as the "Selectmen") 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 Selectmen, 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 and Equipment Operators in the Highway, Sanitation, Cemetery and Sewage Treatment Plant departments of the Town of Goffstown. 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 Section A 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.

## 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 and Sewage Treatment Plant Departments or Town of Goffstown government during the term of this Agreement. The Selectmen 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 A 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 - 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.

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

In order for vacation time to count in the forty (40) hour work week for the purposes of overtime considerations, it must be taken in 1 day increments. Personal time must be taken in ½ day increments to count.

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 work day. For matters involving the continuation of a work day 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 part of the director of public works to utilize supervisory personnel for overtime assignments of any nature.

#### **Section 4.3 - 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.

If an employee who is classified as a laborer is assigned to plowing duties, such employee will be paid at truck driver's rate for those hours he is actually performing truck driver's duties.

#### **Section 4.3.1 - 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. Once the C.D.L. license is attained those individuals shall receive Driver Incentive Pay when assigned to plowing duties as referenced in Section 4.3. (Memorandum of Understanding attached regarding grandfathering of two employees.)

#### **Section 4.4 - 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 for overtime work, shall be guaranteed a minimum of three (3) hours' work at the employee's regular hourly rate of pay, or, if said employee has worked forty (40) hours during the work week, at time and one-half the employee's regular hourly rate of pay.

#### **Section 4.5 - Pick Up and Go Home**

Rubbish collection in Goffstown will be on a route system as scheduled by the Town. A route shall be pickups in a given area, not necessarily equal as to mileage or numbers of pickups.

When the employees have finished their route, the employees may leave for the day, regardless of finishing time, when the following conditions are met:

**Section 4.5.1**

Reasonable route cleanliness has been achieved as determined by the Director of Public Works;

**Section 4.5.2**

Vehicle maintenance has been completed as determined by the Director of Public Works;

**Section 4.5.3**

The Director of Public Works or his designee has approved the employee concluding work for the day, which approval shall not be unreasonably withheld. However, in the event that the employee has not completed all duties related to his job assignment of rubbish collection may be required to finish all his related duties before being allowed to conclude the work day. Nothing in this contract will be construed to guarantee that the current rubbish collection routes or the length of the work day necessary to complete such routes, or the number of days per week necessary for completion, will not be altered during the term of this contract and it is specifically understood and agreed that such alterations are a management prerogative. The Pick Up and Go Home program is implemented currently on a 4-day a week basis. Subject to the above, the 5th day of each week will be a regular 8 hour work day.

**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, Cemetery or Sewage Treatment Plant 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 or Equipment or Waste Water Treatment Operator. Probationary employees shall not be covered by this Agreement until they have completed their probationary period as defined in Article I 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**

Department seniority for permanent full-time employees covered by this Agreement shall be used for the purpose of selection of vacations from the vacation schedule pursuant to the provisions of Article X entitled VACATIONS.

**Section 5.3**

**Section 5.3.1**

In the event of a formal layoff specifically designated as such and authorized by the Selectmen 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 5.3 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 5.3.2**

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 Selectmen, 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) work days' notice to report to work. In the event a recall is necessary on less than five (5) work days' notice, the town may call upon the laid off employees, either personally or by telephone, until an employee who, in the opinion of the Selectmen, or the Selectmen'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) work days, 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 5.4**

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 5.4.1** Discharge
- Section 5.4.2** Voluntary quit, resignation or retirement.
- Section 5.4.3** Failure to respond to a notice of recall as specified.
- Section 5.4.4** Remaining on layoff for more than twelve (12) months.
- Section 5.4.5** Illness or injury resulting in inability to perform his/her work which lasts longer than twelve (12) months.

- Section 5.4.6** Unauthorized leave of absence.
- Section 5.4.1** Overstaying an authorized leave of absence.
- Section 5.4.1** Giving a false reason for a leave of absence.

**Section 5.5**

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) work days 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 Selectmen 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 or Waste Water Treatment Operator, the Selectmen shall take seniority into consideration, but seniority shall simply be a factor to be considered along with all other factors. In the event of a promotion of an existing departmental employee, said employee shall be compensated at a wage rate at least equal to his next step increase within his existing classification. However, such employees will not automatically be placed at the same advanced step level in their new position as they held in their former position, such placement being at the discretion of the director.

**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 or Waste Water Treatment Operator, and the Selectmen 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 in any way prevent the Selectmen 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, LONGEVITY AND UNIFORM ALLOWANCE**

**Section 7.1 - Wages**

As of July 1, 2006 all members of the bargaining unit shall receive a 4 percent pay increase plus 1 step if the employee is eligible for a step.

As of July 1, 2007 all members of the bargaining unit shall receive an additional 4 percent pay increase plus 1 step if the employee is eligible for a step.

As of July 1, 2008 all members of the bargaining unit shall receive an additional 3 percent pay increase plus 1 step if the employee is eligible for a step.

As of July 1, 2009 all members of the bargaining unit shall receive an additional 3 percent pay increase plus 1 step if the employee is eligible for a step.

As of July 1, 2010 all members of the bargaining unit shall receive an additional 3 4 percent pay increase plus 1 step if the employee is eligible for a step.

The Director of Public Works, with the approval of the Board of Selectmen shall have full authority for granting merit increases from grade 1 to grade 2 and grade 2 to grade 3 in accordance with Appendix B. Grievances or other appeals may not be filed regarding the decision of the Director or the Board of Selectmen on moving employees up merit grades.

**Section 7.2 - Longevity**

Upon the eighth (8th) year of service, and every two (2) years thereafter, through the twentieth (20th) year, employees will accumulate longevity pay at the rate of seven dollars and fifty cents (\$7.50) per week, to be paid in a lump sum (less taxes) in the first (1st) week of December. Longevity pay will accumulate therefore, as follows:

<u>YEAR</u>	<u>RATE/WEEK</u>	<u>ANNUAL PAYMENT</u>
8	\$ 7.50	\$ 390.00
10	15.00	780.00
12	22.50	1,170.00
14	30.00	1,560.00
16	37.50	1,950.00
18	45.00	2,350.00
20 and thereafter	52.50	2,730.00

This benefit will be calculated on a twelve (12) month period from the first (1st) week of November to the first (1st) week of November. Employees who separate prior to November, shall be paid on a pro-rata basis for the year.

**Section 7.3 – BONUS**

7.3.1 ONE TIME BONUS. During 2006 a one-time bonus of \$1,500 will be paid to each employee enrolled in the single person health plan or cashing out at the single person rate.

7.3.2 SAFETY BONUS. In an effort to encourage safety of all employees, an annual \$300 safety bonus will be paid to each member whose safe practices has resulted in no claims under the town's workers compensation or property liability insurances.

**ARTICLE 8**  
**INSURANCE**

**Section 8.1 - Health Insurance**

After the first full calendar month following the date of hire, any member of the bargaining unit shall be eligible for participation in the Town's cafeteria insurance and savings benefit plan. This plan will provide each employee a dollar amount each month for the purpose of choosing the benefits they require. If the cost of benefits are less than the amount provided by the Town, the balance, less 30% will be put into the employee paycheck weekly. If the benefits cost more than the amount provided by the Town, the cost over the provided amount will be deducted each week from the employee's paycheck. An employee must select the health insurance option unless they can demonstrate coverage from another source.

For contract year 2006 the following amounts will be available monthly for each bargaining unit employee on their Town of Goffstown health insurance plan:

Single	\$510.76
2-Person	\$916.34
Family	\$1,256.60

During the term of this contract the cafeteria rates will be adjusted annually on January 1<sup>st</sup> as follows:

- 1 PERSON: Average of Managed Care Premiums + Dental Premium
- 2 PERSON: (Average of Managed Care Premiums + Dental Premium) x 90%
- FAMILY: (Average of Managed Care Premiums + Dental Premium) x 90%

There will be choices from all the benefits:

1. Managed Care Plans
2. Dental Plan
3. Section 457 Retirement.
4. Section 125 Flex Benefit.

Short-term, long-term and life insurances will be provided by the employer.

The parties recognize that at the present time it is possible that there may be state or federal initiatives that will significantly affect the delivery of health care services and insurance coverage for same. In the event of such enactments, either party may request the reopening of this portion of the contract for purposes of renegotiating benefits relating to health care coverage. In the event that either party does make such a request of the other, said request shall be granted automatically. In the event of any such request the municipality may, at its option, freeze the monthly allotments at their then current levels until such time as renegotiation is complete, this contract expires, or the issue is otherwise resolved. Further, in the event that either a state or federal enactment requires the funding of health care insurance by the employer, then if necessary to achieve same the entire monthly allotment allocated to any bargaining unit employee may be utilized by the employer to meet the requirements of any such mandate. The Town will assist qualified retirees to utilize the appropriate retirees health insurance plan after March 1, 2004.

**Section 8.2 - Medicare**

For all employees hired after November 1986, the Town shall participate in Medicare coverage as required by law.

**ARTICLE 9**  
**HOLIDAYS**

The following days will be recognized as holidays:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Employee's Birthday	Thanksgiving Day
Memorial Day	Veterans Day
Independence Day	Christmas Day

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

Time worked on the above holidays will be paid at one and one-half (1½) times the employee's regular hourly rate unless an absence has occurred in accordance with Article 4, Section 4.2.

Any employee taking holiday leave for his or her birthday, as described above, shall take that leave on the exact date of birth, unless such leave would normally fall on a regular holiday or on a weekend. In the event such birthday falls on a holiday then the employee may take, with the consent of the director, either the workday immediately prior to said holiday or immediately after said holiday for celebration of the birthday holiday. In the event that the birthday falls on a weekend then the employee shall take the prior Friday should said birthday fall on a Saturday or the following Monday should said birthday fall on a Sunday. In the event that the Director withholds permission for the employee to take the appropriate Friday or Monday as birthday leave, then the employee shall automatically be entitled to take the alternative day (either Friday or Monday).

**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 a day of vacation (1/5 of an average work week) for each month worked the preceding year up to ten (10) days and no less than five (5) days 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:

**Employment Period Leave**

After 1 full year	Two (2) normal work weeks
After 7 full years	Three (3) normal work weeks
After 15 full years	Four (4) normal work weeks

**Section 10.2**

The Director of Public Works shall determine the time and order in which vacations may be taken and, except in extraordinary circumstances as determined by the Director of Public Works

in his discretion, all vacations must be taken between March 1st and November 15th. However, no more than six (6) vacations may be scheduled per week during the month of October. Additionally, a maximum of four vacations may be taken during the time period of November 1st to November 15th. However, no more than one week of any bargaining unit employee's vacation time may be taken within the month of November. The Director shall establish a rotational list among unit employees who are interested in November vacations and such rotational lists shall commence with the most senior interested employee. Should any bargaining unit employee express a desire to take a vacation in the November time period after the initial establishment of the rotational list, then that employee shall be placed within the list at the most junior position.

Vacations shall not interrupt or interfere with the normal operation of the Highway, Sanitation, Cemetery and Sewerage Treatment Plant Departments, and the Director of Public Works shall have the right to change the vacation schedule so as to prevent any such interruption or interference. Vacation choices shall be made and posted no later than March 1 and shall be made based on seniority.

### **Section 10.3**

Vacation time must be taken in the calendar year in which it is earned or it shall be lost.

### **Section 10.4**

An employee who is retired from the Town and who is eligible for State of New Hampshire retirement payments at the time of that employee's retirement shall be paid an amount which represents that employee's unused accrued annual vacation leave, which amount shall be determined on a pro-rated basis in accordance with the following sentence;

Vacation leave shall be earned at the rate of 1/12th of an employee's annual vacation entitlement at the end of each completed month of service with the Town.

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, BEREAVEMENT LEAVE AND DELEGATE LEAVE**

#### **Section 11.1 - Sick Leave**

Full-time employees covered by this Agreement shall earn sick leave at the rate of one and one-quarter (1¼) days after each completed month of service. Sick leave may be accumulated to a maximum of thirty (30) days.

A probationary employee who is, without a break in service, appointed to a full-time permanent employee status shall, upon such appointment to full-time permanent status, be credited with sick leave at the rate of one and one-quarter (1¼) days for each completed month of service during the employee's probationary period.

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 thirty (30) sick leave days as set forth above.

Sick leave with pay may be used only with the approval of the Director of Public Works,

which approval will not be denied for arbitrary or capricious reasons, and only for personal illness which requires an employee's absence during all working hours, except as described in the following paragraph. The Director of Public Works may require such verification as the Director of Public Works deems necessary of the employee's illness. Sick leave with pay may not be used for injury or other disabilities which are compensated under the Workmen's Compensation laws.

One day per year shall be allowed as a personal day. "Personal day" shall be defined as an absence during working hours for the purpose of attending to personal or family matters.

### **Section 11.2 - Bereavement Leave**

Bereavement leave will follow the Town of Goffstown's Personnel Plan Emergency Leave procedure.

### **Section 11.3 - 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 11.4 - Attendance Policy**

There shall be an attendance policy in accordance with Appendix A.

Those employees who exhibit "perfect attendance" shall be given a "bonus day" to be taken as a paid day off. Such day/days may not be taken during the months of December through March. Request for a bonus day/days must be made to the department at least one (1) week in advance of the desired day and not more than three (3) employees may be permitted to be off on any given day.

Bonus days shall accrue at the rate of one-half (1/2) day for each six (6) consecutive months of perfect attendance, however should an employee have accumulated 30 days of sick leave, he shall accumulate one day for each six (6) consecutive months. Employees may carry over not more than one (1) bonus day from year to year.

If more than the allowable number of three (3) employees request the same bonus day, the determination of eligibility shall be based on seniority.

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

If a bonus day/days has been denied, the employee must be given an explanation of the denial, and shall be given the opportunity to select another bonus day/days of his choice, subject to the seniority provisions as specified above.

## **ARTICLE 12**

### **MILITARY SERVICE, JURY DUTY, AND BULLETIN BOARD**

#### **Section 12.1 - Military Service**

Military service shall be governed by existing law.

#### **Section 12.2 - 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.

### **Section 12.3 - 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 Selectmen 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 Selectmen 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 Selectmen. 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 Selectmen informed of the correct name and address of said Treasurer and will certify to the Selectmen 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 Selectmen 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**

Any employee who wishes to have the Selectmen discontinue the deduction of dues may do so, provided such employee notifies the Selectmen of that employee's desire to discontinue deductions within the thirty-day period immediately preceding the annual anniversary date (i.e., the effective date) of the contract. For example, if the effective date of the contract is April 1, 1993, then the employee who desires to have the deductions of dues discontinued must notify the Selectmen during the thirty-day period immediately preceding April 1 in any year during the term of this Agreement.

The Union agrees to post a notice on the bulletin board immediately preceding the annual thirty-day withdrawal period referred to in the preceding paragraph advising all bargaining unit employees that they may discontinue the deduction of dues by notifying the Selectmen during said thirty-day period. If the Union fails or neglects to post such notice, then notwithstanding the provisions of provisions of the preceding paragraph, the discontinuance of the deduction of dues

may be made during the thirty-day withdrawal period and any time after the anniversary date of the contract.

The Selectmen 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 Selectmen over the matter of deductions, the Union agrees to defend, indemnify and hold the Selectmen 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.

#### **Section 13.6**

The Selectmen agree to deduct the cost of any Union insurance program from the wages of bargaining unit employees if said employees individually and voluntarily authorize such deductions in writing to the Selectmen. However, before such program is approved, comparison must be made to currently existing programs, and the program must be accepted by the Board of Selectmen.

### **ARTICLE 14** **GRIEVANCE PROCEDURE**

#### **Section 14.1**

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 14.2**

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 14.2.1 - 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 14.2.2 - 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 14.2.3. - Board of Selectmen**

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 Board of Selectmen. The appeal shall contain the same information as required in Section 14.2.2, above. The Board of Selectmen 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 14.3**

Any mutually satisfactory disposition reached as a result of action taken in Section 14.2 above shall be final and binding upon the parties as to the matter in dispute and the Selectmen, the Union and the grievant shall thereafter comply in all respects with the result of such disposition.

#### **Section 14.4**

If the grievance is not reported and/or processed within the time limits set forth in Section 14.2 above, the matter shall be dismissed and no further action will be taken with respect to such grievance.

#### **Section 14.5**

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, Cemetery or Sewage Treatment Plant 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 14.6**

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