

TOWN OF HOLLIS, NEW HAMPSHIRE

AFSCME COUNCIL 93 LOCAL 1801

April 1, 2023- March 31, 2026 CONTRACT

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PREAMBLE

The Town of Hollis (Hereinafter referred to as the "Town") and Local 1801, Council 93, of the American Federation of State, County, and Municipal Employees, AFL-CIO (Hereinafter referred to as the "Union") hereby agree as follows:

ARTICLE 1: RECOGNITION

1. The Town hereby recognizes the Union as the exclusive bargaining representative, pursuant to the provisions of New Hampshire RSA 273-A, for all non-probationary employees in the Town Hall and the Public Works Department in the following positions:
 - a. Assistant to the Assessor/Deputy Tax Collector, Assistant Planner, Building and Land Use Coordinator, Building Inspector/Code Enforcement Officer, and Tax Collector/Deputy Finance Officer.
 - b. Public Works Secretary, Equipment Operator, Equipment Operator/Mechanic, Full Time Solid Waste Operator, Part Time Solid Waste Operator, Custodial/Building Maintenance, and Equipment Operator/Technician.
2. It is agreed that the following Town Hall / Public Works positions and employees are specifically excluded from recognition or coverage under this agreement: Town Administrator, DPW Director, Finance Director, Assistant Town Administrator/Human Resources Coordinator, Information Technology Director, DPW Foreman, DPW Assistant Foreman, and Executive Assistant at Town Hall and DPW. Additionally, all seasonally employed personnel, on-call personnel, supervisory personnel, and any personnel in a confidential position are specifically excluded from recognition or coverage under this agreement.
3. The Parties agree to the following definitions:
 - a. Full-Time Employee: Employees assigned to a regular workweek of thirty-five (35) hours or more per week.
 - b. Regular Part-Time Employee: Employees assigned to a regular workweek of ten (10) hours and less than thirty-five (35) hours per week.
 - c. Day or Days: Shall be a workday or workdays unless specifically noted otherwise.

ARTICLE 2: MANAGEMENT RIGHTS

1. The employer retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the State of New Hampshire (including but not limited to NH RSA 273-A:1) and of the United States. All rights that ordinarily vest in and are exercised by public employers that are not specifically relinquished in this Agreement are reserved to and remain vested in the Employer. The Employer possesses the sole right to operate Town government, subject to applicable law, and to exercise managerial policy within its exclusive prerogative, to manage its affairs efficiently and economically including, but not limited to, the use of technology, the Employer's organizational structure, selection, promotion, transfer, assignment, number, direction, and discipline of its personnel. Further, the Employer retains the right to adopt, change, enforce, or discontinue any rules, regulations, or procedures, to direct employees in their duties, to establish reasonable work rules, to take disciplinary action for just cause, to relieve employees from their duties because of lack of work, to take whatever action is necessary to comply with State or Federal law, to introduce new or improved methods or facilities, to change existing methods or facilities, and to take whatever action is necessary to carry out the functions of the Employer in an emergency situation.

ARTICLE 3: EMPLOYEE RIGHTS

1. The Town and the Union agree not to discriminate against any employee covered by this agreement in conditions of employment in order 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 proceeding of the Union.

2. No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the Town.
3. The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of any status or characteristic protected by federal or state law.

ARTICLE 4: UNION RIGHTS AND RESPONSIBILITIES

1. The Union Officers and representatives shall be the Chapter Chairperson and Chapter Steward, who may assume the duties of the Chapter Chairperson in the Chapter Chairperson's absence.
2. The Union shall advise the Town of the names of the employees holding the offices mentioned above.
3. One Chapter representative described above shall be permitted to process grievances during his/her scheduled hours of duty provided he/she has prior approval from the Department Head or the Department Head's designee and the amount of time in which the local Union representative is engaged in such activity is reasonable. Upon the approval of the Department Head, any Union member who holds a position on the Executive Board of the Local shall be granted reasonable time off without pay and without loss of seniority to conduct business of the Local provided that prior notice is given to the Department Head that such time off is necessary and will not result in any cost to the Town. Employees may elect to use Paid Time Off and other benefits to cover any portion of such time.
4. No more than two (2) employees designated as being on the Union's negotiating team who are scheduled to work on a day which negotiations will occur, shall, for the purposes of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated negotiating team member is in a regular day off status on the day of negotiations, he/she will not be compensated for attending the session.

ARTICLE 5: DUES AND AGENCY FEE DEDUCTIONS

1. The Town agrees to deduct, from the employee's payroll, Union dues for each employee upon receipt of written authorization for such deductions. Requests for deduction shall be in writing, signed by the employee on an authorization card supplied by the Union, in a form acceptable to the Town. Deductions shall be made from the employee's paycheck for the amount of dues for that pay period as certified by the Local Treasurer of AFSCME Council 93. The Town agrees to pay monthly to the local Treasurer AFSCME Council 93 the amounts so deducted along with a list indicating who has paid said amounts. The Union shall promptly inform the Town of the correct name and address of Local Treasurer AFSCME Council 93.
2. If an employee has no check coming in any pay period, or if the check is not large enough after other deductions to pay dues, then in that event no deduction is made for that employee and no payment is required of the Town. In no case is the Town required to collect fines or assessments for the Union beyond regular dues.
3. Any employee, who is in the bargaining unit and is not a member of the Union but wishes to have the Union represent them in grievances, shall assume full responsibility as to the actual costs of processing such grievance.
4. The Union agrees to hold the Town harmless from any claim or liability arising out of its deduction of dues and payment to the Union under this Article.

ARTICLE 6: STRIKES AND LOCKOUTS

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

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 disavow such activity and shall use all means to induce such employee or group of employees to terminate such activity. It is understood that any employee violating this Article shall be subject to disciplinary action up to and including discharge.

ARTICLE 7: PROBATIONARY PERIOD

1. The probationary period shall be twelve (12) months from the date of hire. During this period employees shall be classified as probationary employees.
2. The Department Head may request the Board of Selectmen to reduce the probationary period to six (6) months when an employee demonstrates exceptional job performance, knowledge and abilities.
3. Probationary employees are considered at will employees and may be terminated without cause and shall not be entitled to representation by the Union.
4. Termination of a probationary employee shall not be subject to the grievance procedure.
5. Probationary employees are not covered under the terms of this Agreement.

ARTICLE 8: SENIORITY

1. There shall be two (2) types of seniority:
 - a. Town Seniority: Town seniority shall relate to the length of time an employee has been continuously employed by the Town.
 - b. Department Seniority: Department seniority shall relate to the length of time an employee has been employed in a particular Town department.
2. Seniority shall only be applicable after the completion of the probationary period.
3. When there are two (2) or more employees who are hired on the same date, a flip of a coin shall determine the senior employee.
4. In event of layoff, probationary employees shall be laid off first. Remaining employees will be laid off based on management's assessment of such factors as seniority, job qualifications, experience, training, and employee performance.
5. In the event of recall, employees shall be recalled in the reverse order of lay-off in each department, provided that the employee is qualified to perform the job available. Recalled employees shall be mailed a recall notice to the last known address on Town records. Such mailing shall be certified, return receipt required. 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 recall notice mailing shall lose all recall rights and seniority. Recall rights shall continue for one (1) year after the date of lay-off of the employee.
6. An employee shall lose seniority and shall no longer be covered by the provisions of this Agreement for the following reasons:
 - a. Discharge;
 - b. Voluntary quit, resignation or retirement;
 - c. Failure to respond to a notice of recall as specified above;
 - d. Remaining on layoff for more than thirty-six (36) consecutive months;
 - e. Non-job related illness or non-job related injury resulting in inability to work for longer than twelve (12) consecutive months.

ARTICLE 9: DISCIPLINARY PROCEDURES

1. All disciplinary action shall be in a fair manner and shall be consistent with the infraction for which the disciplinary action is being taken. Disciplinary action will normally be taken in the following order:
 - a. Verbal warning
 - b. Written warning
 - c. Suspension without pay

d. Discharge

2. However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the Town reserves the right to take disciplinary action in a manner consistent with the efficiency of operations and appropriate to those involved.
3. All suspensions and discharges shall be in writing and a copy given to the employee and the Union prior to the date of suspension or discharge.
4. Providing there are no infractions in the intervening period, written reprimands, after a period of three (3) years, and suspension notice, after a period of five (5) years, contained in an employee's personnel file shall not be considered when disciplinary action is taken.
5. In the event that an infraction is sufficiently severe to merit immediate removal of an employee from the workplace, pending investigation, said employee shall be placed on paid administrative leave, pending the investigation and findings. In the event an employee is placed on administrative leave, verbal notice of the allegations(s) shall be provided to the employee and a Union officer at the time of the administrative leave. A formal written notice shall be provided to the employee and the Union within three (3) business days.

ARTICLE 10: CONSULTATION

1. It is agreed and understood that the employment relationship is an appropriate matter for consultation between the parties. Consultation may be requested by either Party in writing, stating the reason(s) for the requested meeting and proposed agenda or topic of conversation.
2. A mutually agreeable meeting date shall be established provided that such date shall be within ten (10) working days of receipt of the written notice. The time limit may be extended by agreement of the parties.
3. At such meeting, the Union shall be entitled to have present not more than two (2) bargaining unit representatives, and the Town shall be entitled to have up to two (2) representatives, unless additional representatives for either or both parties are permitted by prior mutual agreement.
4. Nothing contained herein shall prevent the union from consulting with the Town or any time if matters of mutual concern arise of an urgent or emergency nature.

ARTICLE 11: GRIEVANCE PROCEDURE

1. Definition - A grievance under this article is defined as an alleged violation of the express provisions of this Agreement. Each grievance must be submitted, in writing, by the Union and must contain a statement of the facts surrounding the grievance, the specific provision(s) of this Agreement allegedly violated and the relief requested.
2. Procedure - ***NOTE: ALL TIME-FRAMES IN THIS ARTICLE SHALL EXCLUDE WEEKENDS AND HOLIDAYS.*** Prior to the institution of the formal grievance procedure hereinafter set forth, an employee who believes to have been aggrieved must 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 the authority to do so. If the grievance cannot be resolved informally, the following procedure shall be utilized or such grievance shall be deemed waived.
 - a. ***STEP ONE:*** An employee desiring to process a grievance must file a written statement of the grievance to the employee's supervisor no later than ten (10) days after the employee knew of or should have known the facts on which the grievance is based. The supervisor shall meet with the employee and the Union Steward within five (5) days following receipt of the grievance and shall give a written decision within five (5) days after the meeting.
 - b. ***STEP TWO:*** If the employee or the Union is not satisfied with the decision of the supervisor, the employee and/or the Union must file, within ten (10) days following the supervisor's decision, a written appeal with the Department Head setting forth the specific provisions of the Agreement the employee and/or the Union believes has been violated by the Town. Within ten (10) days following receipt of the appeal the Department Head shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) days following receipt of the appeal. A

written decision shall be rendered by the Department Head no later than ten (10) days after the hearing.

- c. **STEP THREE:** If the employee or the Union is not satisfied with the decision of the Department Head, the employee and/or the Union must file, within ten (10) days following receipt of the decision of the Department Head, a written appeal with the Board of Selectmen setting forth the specific provisions of the Agreement the employee and/or the Union believes has been violated by the Town. Within ten (10) days following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) days following receipt of the appeal. A written decision shall be rendered no later than ten (10) days after the hearing.
 - d. **STEP FOUR:** If the employee or the Union is not satisfied with the decision of the Board of Selectmen, the Union may file, within thirty (30) days following receipt of the decision of the Board of Selectmen, a request for mediation with the Federal Mediation Conciliation Service. If the mediation is unsuccessful, within twenty (20) days after the mediation, the Union may file a request for arbitration to the New Hampshire Public Employee Labor Relations Board under its rules and regulations. The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this Agreement. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provision of this Agreement. The arbitrator shall not substitute the arbitrator's judgment for that of the parties in the exercise of rights granted or retained by this Agreement. The decision of the arbitrator shall be furnished, in writing, within thirty (30) days of the hearing. The decision of the arbitrator shall be final and binding on the parties.
3. The fees and expenses of the arbitrator shall be paid by losing party.
 4. The foregoing time limitations may be extended by mutual agreement of the parties.
 5. Failure of the grievant and/or the Union to abide by the time limits set out in this Article shall result in the grievance being deemed abandoned. Failure of the Town to abide by the time limits set out in this Article shall result in the grievance being deemed granted.
 6. Each grievance shall be separately processed at any arbitration proceeding hereunder unless the parties otherwise agree.

ARTICLE 12: HOURS OF WORK AND OVERTIME

1. See Appendix A

ARTICLE 13: PAID TIME OFF (PTO)

1. The purpose of paid time off (PTO) is to provide regular part-time and full-time employees with flexible paid time off from work that can be used for such needs as vacation, personal time and relaxation, personal or family illness, doctor appointments, to supplement income derived from disability or workers compensation benefits and other activities of the employee's choice.
2. PTO shall begin to accrue from date of hire. Employees may use their PTO in fifteen (15) minute increments or greater.
3. All requests for PTO must be approved in advance by a supervisor.
4. Factors considered by the supervisor in granting PTO shall be, but not limited to, department needs, peak periods for certain/seasonal work, frequency of use and seniority.
5. Beginning with an employee's second calendar year of employment, each employee shall be required to take a minimum of the equivalent of one work week or all of the PTO hours accrued during the year, whichever is less.
6. Effective April 1, 2014, previously accrued sick time shall remain accounted for and can be used for personal or family illness, doctor appointments, FMLA qualified leaves and to supplement income derived from disability or workers compensation benefits. Previously accrued sick time will remain accounted for

until it is exhausted. Previously accrued sick time shall be subject to the same PTO restrictions in regards to scheduled and unscheduled use. Upon severance or termination of employment any unused sick time shall be lost.

7. In cases of personal or family illness, employees shall notify their supervisor within fifteen (15) minutes before the start of work. In cases of personal or family emergencies, the employee will make a reasonable attempt to contact his/her supervisor as soon as possible.
8. In cases of abuse or excessive use of PTO, employees shall be disciplined when evidence of abuse exists and for excessive use of PTO for personal or family illness. Six (6) or more unscheduled and unplanned uses of PTO per year may be considered excessive use for purposes of this section.
9. Effective April 1, 2014, employees hired on or before March 31, 2014 may accrue PTO up to a maximum of five hundred (500) hours. All other employees hired after March 31, 2014 may accrue PTO up to a maximum of three-hundred and sixty (360) hours. In the event an employee exceeds the maximum accrual limits at any time such excess shall be forfeited.
10. Employees may request payment of accrued PTO on July 1st and December 1st each year at the maximum rates shown below. Payments shall be subject to budget limitations, supervisor and Board of Selectmen approval.

YEARS SERVICE	MAXIMUM ANNUAL REIMBURSEMENT
0 to 12 months	0 hours / 0 days
13 to 60 months	80 hours / 10 days
61 to 120 months	120 hours / 15 days
121 months or greater	160 hours / 20 days

11. Upon severance or retirement, employees will be paid for no more than five hundred (500) hours of all accrued PTO time at the employee's current hourly wage.
12. PTO time is earned on the following schedule:

YEARS SERVICE	RATE FACTOR	ANNUAL HRS 2080hrs worked	ANNUAL DAYS 2080hrs worked
0 to 12 months	.073076	152hrs	19 days
13 to 60 months	.096153	200hrs	25 days
61 to 120 months	.115384	240hrs	30 days
121 months or greater	.134615	280hrs	35 days

ARTICLE 14: HOLIDAYS

1. Full-time employees shall receive ten (10) holidays with pay. Pay shall be at the regular rate for the normal regularly scheduled hours for the respective shifts.
2. Holiday pay will be paid on a pro-rated basis for regular part-time employees. Such time off shall be paid at the regular rate, provided that the employee would have been scheduled to work for that day if it had not been a holiday.
3. Employees required to work holidays shall be paid overtime for all hours actually worked in addition to their holiday pay if that employee were eligible for holiday pay on that day.

4. In order to qualify for holiday pay, the employee must have worked the last scheduled work day before the holiday and the first scheduled work day after the holiday unless these days were taken as paid time off (PTO).
5. For Town Hall employees, in the event the holiday falls on a Saturday, it shall be observed on the preceding Friday. In the event the holiday falls on a Sunday, it will be observed on the following Monday.
6. For Public Works employees shall observe the holiday on the nearest scheduled workday within the same calendar week in the event the observed holiday falls on a non-scheduled workday. Should the holiday fall on a Friday or Saturday during the "winter schedule," the employees on the schedule shall observe the holiday on Thursday and Friday, receiving the four (4) hours holiday pay for Friday and the last five (5) hours of holiday on Thursday, totaling nine (9) hours of holiday pay. The "holiday" pay will be based on the duration of said regularly scheduled workday.
7. Use of the Floating Holiday requires prior approval by the employee's supervisor.
8. Observed holidays are as follows:
 - a. New Year's Day
 - b. Presidents' Day
 - c. Memorial Day
 - d. Fourth of July Day
 - e. Labor Day
 - f. Veteran's Day
 - g. Thanksgiving Day
 - h. Day After Thanksgiving
 - i. Christmas Day
 - j. One Floating Holiday

ARTICLE 15: WAGES

1. Employee approved deductions, State and Federal withholdings, and any deductions due to unauthorized absence shall be made from the employee's paycheck prior to receiving it.
2. Effective April 1, 2023 employees will receive a 5% adjustment to the wage scale plus a merit step increase or longevity payment.
April 1, 2024 employees will receive a 4% adjustment to the wage scale plus a merit step increase or longevity payment.
April 1, 2025 employees will receive a 4% adjustment to the wage scale plus a merit step increase or longevity payment.
3. Longevity payments shall be paid at a rate of one hundred fifty dollars (\$150.00) for each year of service.
4. Merit step increases and longevity payments shall be awarded based on a satisfactory overall performance evaluation. Employees shall not be eligible to receive a merit step increase and merit longevity payment in the same calendar year. In the event of an unsatisfactory performance evaluation, an employee shall have three (3) months to correct the specified deficiencies before he/she is eligible for a merit step increase or longevity payment. If the evaluation remains unsatisfactory after three (3) months, then the employee will not be eligible for a merit step increase or longevity payment during that year of employment.
5. If the Department Head or designee fails to perform an evaluation by April 1st each year then the employee shall be eligible for a merit step increase or longevity payment.
6. Wage rates and classification shall be in accordance with the attached Schedule (Appendix C).
7. On April 1, 2023, the following shall take place:
 - a. Building and Land Use Coordinator will be placed on Grade XV, Step 8 of the new salary schedule and will not be eligible for either a step increase or longevity pay for the first contract year.
 - b. Assistant to the Assessor/Deputy Tax Collector will be placed on Grade XVII, Step 8 of the new salary schedule and will not be eligible for either a step increase or longevity pay for the first contract year.

- c. Tax Collector/Deputy Finance Director will be placed on Grade XVII, Step 6 of the new salary schedule, effective January 1, 2023 and will not be eligible for either a step increase or longevity pay for the first contract year.
- d. Equipment Operator/Technician will be placed on Grade XII, Step 8 of the new salary schedule.

ARTICLE 16: OUTSIDE WORK DETAILS

1. Payment for outside details shall be \$55.00 per hour effective April 1, 2023.
2. Employees working outside details shall be paid a minimum of four (4) hours unless the detail is cancelled at least two (2) hours prior to scheduled assignment or if the detail is offered for a lesser number of hours in advance of the assignment.
3. Outside details shall be offered to available full-time qualified personnel in the appropriate job classification on a rotating basis before such duty is offered to other part-time qualified employees or to an outside agency.
4. The Department Head or his designee will be the responsible caller with the exception of emergency details or a reassigned detail which will cause an emergency situation, in which case, the on duty supervisor shall accept the task and cause to be notified the person charged with filling details.
5. Under no circumstances will swapping of details be permitted. Any outside detail, which cannot be filled by the original employee who took the detail, must be filled by reassigning it from the list according to the procedures described above. Any detail which is canceled by the employee who originally took it, less than twenty-four (24) hours prior to the start of the detail must be reassigned according to the emergency procedure outlined above.

ARTICLE 17: PROMOTIONS AND TRANSFERS

1. The Town reserves and shall have the right to make promotions and transfers as it sees fit. Under no circumstance will the Town be obligated to fill any open position through internal promotion or transfer.
2. Jobs to be filled through promotion shall be posted on the bulletin boards in all locations in which bargaining unit employees work for a period of ten (10) workdays. After an award is made of a promotion the name of the person promoted shall be posted for a period of five (5) workdays following said award. Job posting(s) shall include job specifications, rate of pay, job location, and the schedule.

ARTICLE 18: INSURANCES

1. Health Insurance

- a. Full-time employees are eligible for health insurance benefits provided by the New Hampshire Local Government Center (HealthTrust). Effective April 1, 2023, eligible employees shall contribute towards the cost of health insurance selected by them as follows:
 - i. ***Anthem Blue Choice Plan (BC3T10-RX10/20/45)*** - Employee cost share shall be twenty-seven percent (27%) towards annual premium costs. Employee cost share shall be paid through bi-weekly payroll deductions. Office co-pays shall be ten dollars (\$10.00) per visit, emergency room co-pays without hospital admittance shall be fifty dollars (\$50.00), and prescription co-pays shall be ten dollars (\$10.00), twenty dollars (\$20.00) and forty-five dollars (\$45.00) with a ninety (90) day mail-in prescription benefit.
 - ii. ***Anthem Lumenos High Deductible Plan*** - As an alternative to the Anthem Blue Choice Plan, eligible employees may elect to participate in Anthem's Lumenos High-Deductible Plan and make pre-tax contributions to a Healthcare Savings Account (HSA) as established by the Town. Employee health insurance premium cost share shall be seven and a half percent (7.5%). Employee premium cost share shall be paid through bi-weekly payroll deductions. The Town will match each employees HSA contribution dollar for dollar up to a maximum of twelve hundred fifty dollars (\$1,250) single plan and twenty-five hundred dollars (\$2,500) two person and family plan.

- b. Eligible employees who wish to opt out of the Town's health insurance coverage may, with satisfactory proof of other employer-sponsored health insurance coverage, elect not to participate in the health insurance program and receive an annual stipend paid on a quarterly basis as follows:
 - i. Three thousand dollars (\$3,000) (single plan)
 - ii. Six thousand dollars (\$6,000) (two person and family plans).
- c. An employee will not be entitled to this stipend if he/she opts for coverage that subjects the employer to a tax and/or penalty under the terms of the Affordable Care Act.
- d. Notwithstanding the percentage cost shares set forth above, the Town's maximum annual contribution towards health insurance premiums shall not exceed fifteen thousand (\$15,000) on a single plan, twenty-five thousand dollars (\$25,000) on a two-person plan, and thirty-two thousand dollars (\$32,000) on a family plan. Employees shall be responsible for paying the difference through payroll deduction from each bi-weekly pay period.
- e. The Town will be permitted to change its health insurance offerings to avoid the assessment of any tax and/or penalty under the terms of the Affordable Care Act, provided the Town agrees to engage in impact bargaining with the Union with regard to any such change.

2. Dental Insurance

- a. The Town agrees to provide, at one hundred percent (100%) to full-time employees, dental insurance offered by New Hampshire Local Government Center (HealthTrust) known as the Northeast Delta Dental Benefit Plan Option 8B. A full-time employee may elect to have two-person or family plan coverage at a cost to the employee of fifty percent (50%) of the added premium.

3. Life Insurance

- a. The Town agrees to provide, at no expense to regular part-time and full-time employees, life insurance equivalent to one and two-thirds (1.67) times the employee's annual base salary, rounded to the nearest one thousand dollars (\$1,000) up to a maximum of one hundred twenty-five thousand dollars (\$125,000), with benefits for dismemberment.

4. Short and Long Term Disability

- a. The Town agrees to provide, at no expense to regular part-time and full-time employees, short-term disability insurance covering non-work related accidents and illness to commence on the eighth (8th) consecutive calendar day of such illness or accident with a maximum benefit period of twenty-six (26) weeks for sixty-six and two thirds percent (66.67%) of the employee's regular base wage with a maximum weekly benefit of twelve-hundred dollars (\$1,200.00).
- b. The Town agrees to provide, at no expense to regular part-time and full-time employees, long-term disability insurance covering non-work related accidents or illness to commence on the one hundredth and eighty-first (181st) consecutive calendar day of such accident or illness for sixty-six and two thirds percent (66.67%) of the employee's regular base wage with a maximum monthly benefit of five thousand dollars (\$5,000.00).

ARTICLE 19: UNIFORMS

- 1. Upon completion of probation, Custodial/Building Maintenance, Equipment Operator, Equipment Operator/Mechanic, and Full Time Solid Waste Operator positions shall be issued uniforms necessary to carry out their duties. All uniforms issued by the Town shall become property of the employee and can be worn off duty but will be subject to Federal Income Tax. Uniforms shall include the following:

- | | |
|-------------------------------|-----------------------------|
| Four (4) long sleeved shirts | Four (4) sweatshirts |
| Four (4) short sleeved shirts | One (1) rain jacket/pants |
| Four (4) pairs of pants | One (1) three season jacket |
| Four (1) detail polo shirt | One (1) coveralls |

2. At the sole discretion of the Public Works Department Head, uniforms shall be replaced annually on an as needed basis not to exceed (four-hundred fifty dollars) \$450.00 per employee. All employees are required to wear uniforms issued to them. Employees may purchase their own work pants with prior approval from the Department Head. Employees shall be reimbursed, upon presentation of proof of purchase, in their next paycheck.
3. At the sole discretion of the Town Administrator, the Building Inspector/Code Enforcement Officer shall receive an annual, or on an as needed basis, uniform allowance not to exceed \$300.00 (three hundred dollars) specifically for the purchase of short or long-sleeved polo shirts, tee-shirts, and/or sweatshirts with the Town Seal and wording "Town of Hollis – Building Inspector/Code Enforcement Officer" emblazoned, to be utilized at his/her discretion in the performance of his/her job. Approval of the Town Administrator must be obtained prior to purchase of any such shirts.

ARTICLE 20: TUITION REIMBURSEMENT / EDUCATION INCENTIVE

The following voluntary education incentive and tuition reimbursement policy will apply to members of the bargaining unit after one (1) year of service. The Town agrees to provide one hundred percent (100%) tuition reimbursement for the cost of courses, text books, lab fees and other course materials if all of the following conditions are met:

1. Course reimbursement shall not exceed a total of three thousand dollars (\$3000) for the entire bargaining unit, and it will not exceed one thousand dollars (\$1000) for any individual employee, per calendar year, unless there is a balance remaining in the course reimbursement fund as of December 31st annually. In such instances, if an employee has already been refunded he/she can apply for additional reimbursement. The request for additional reimbursement shall be made to the appropriate Department Head.
2. Courses are related to the employee's job or are part of a career development program, which is approved in advance by the Department Head.
3. Successful completion of course work with a "B" or numerical equivalent grade or better and satisfactory proof of attainment. In the event of a class with a "pass/fail" standard, "pass" shall be deemed successful completion.
4. Courses where a "C" or the numerical equivalent grade was received shall be reimbursed at fifty percent (50%) of the cost of the course.
5. No reimbursement shall be provided in courses where the student receives a "D" or lower or the numerical equivalent grade.
6. Funds shall be allocated on a first come, first serve basis. The Town shall budget three thousand dollars (\$3000) each year. Unexpended funds shall not be carried over into the next budget year.

ARTICLE 21: MILITARY LEAVE

1. A leave of absence for military service shall be governed by existing State and Federal laws. A full-time or regular part-time employee who serves in a military reserve unit or the National Guard, and is called away for any tour of active duty, to include annual and monthly training, shall receive the difference between his/her regular rate of pay and the total pay for the employee's military grade received from the military if the military pay is less. The employee shall be eligible for difference in pay upon presentation of acceptable documentation showing the amount of the military pay received. In the event an employee is called into active duty for a period other than the normal routine annual tour, that employee will be considered on a leave of absence, and the following will apply:
 - a. Medical and dental benefits shall continue for the employee's spouse and/or eligible dependent(s).
 - b. The employee shall be guaranteed employment with the Town in the same Department, upon his/her return, at the same rate of pay; however, it may not be the same job.
 - c. The employee shall continue to accrue Town and Department seniority.

ARTICLE 22: MATERNITY LEAVE

1. In accordance with the New Hampshire Law Against Discrimination (RSA 354-A), female employees who are unable to work because of pregnancy or related medical conditions shall be considered disabled and shall be extended the same benefits and subject to the same benefits as a disabled employee.
2. The employee shall submit documentation from a physician stating the date she is no longer able to work and when she is able to resume her duties.

ARTICLE 23: FAMILY AND MEDICAL LEAVE

1. Subject to the definitions and requirements provided in the Family and Medical Leave Act (FMLA) Policy, an eligible employee may request and will be granted up to twelve (12) work weeks of unpaid family or medical leave during any twelve (12) month period, calculated on the rolling look-back basis, for one or more of the following events:
 - a. The birth and first year care of a child;
 - b. The placement of a child for adoption or foster care in the employee's home;
 - c. The care of the employee's spouse, child, or parent with a serious health condition;
 - d. The employee's serious health condition, which renders him/her unable to perform the functions of the employee's position.
2. The employee must request leave by contacting his/her supervisor thirty (30) days in advance when the leave is foreseeable.
3. If the leave was not foreseeable, the employee shall contact his/her supervisor as soon as reasonably possible.
4. Employees will be required to substitute paid leave for unpaid FMLA leave.
5. The employee may elect to continue health insurance during the period of such leave and is entitled to return to the same or equivalent position upon completion of the leave.
6. The Town will pay for continued coverage of health, dental, life, and disability insurance during FMLA leave.

ARTICLE 24: BEREAVEMENT LEAVE

1. A full time or regular part-time employee who is absent due to death in his/her immediate family is granted up to three (3) days leave not chargeable to PTO. "Immediate family", as used here, shall be interpreted to include a spouse, child, father, mother, brother or sister of the employee or of his or her spouse or any partner or relative living in the immediate household of the employee. Bereavement Leave shall also apply to Grandparents as defined by NH statutes.
2. Bereavement Leave may be extended by two (2) days upon approval of the Department Head.
3. In all cases of the death of a near relative – aunt, uncle, niece, nephew, or cousin – the employee shall be paid for the absence on the full day necessary to attend the funeral or wake.

ARTICLE 25: JURY LEAVE

1. Employees who serve on Jury Duty shall receive the difference between their regular rate of pay and the reimbursement received from the court.
2. The employee shall be eligible for this pay upon presentation of acceptable documentation, from the court, showing the amount of the court's payment.

ARTICLE 26: BULLETIN BOARDS

1. The Union may post notices on space provided by the Town on its bulletin boards where notices are usually posted by the Town for employees to read.
 - a. All such notices shall be on Union stationary, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs.

- b. The notices may remain posted for a reasonable period of time.
- c. No material shall be posted which is inflammatory, profane or obscene or sensitive or which constitutes election campaigning material for or against any person, organization or faction thereof.

ARTICLE 27: SAFETY/EQUIPMENT

- 1. The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment.
- 2. The Departments may adopt rules for the operation of the Department and conduct of its employees provided such do not conflict with any of the provisions of this Agreement.
- 3. The Union shall appoint/elect regular member(s) and alternate member(s) to the JLMC for the Department of Public Works, and regular member(s) and alternate member(s) for Town Hall.
- 4. Departmental property issued to employees or personal property which is required by the Town that is lost, stolen or damaged during the course of an employee’s duty shall be replaced by the Town at no cost to the employee, provided however, that the employee reports immediately to the employee’s supervisor that a loss has occurred and the loss was not due to the negligence or carelessness of the employee.
- 5. Safety equipment issued to employees will be repaired or replaced in conformance with industry standards and manufacturer’s recommendations.
- 6. The following safety and personal care items shall be provided for Public Works employees, and the Building Inspector/Code Enforcement Officer, as needed:

Work Gloves	Latex Gloves	Safety Glasses
Dust Masks	Insect Repellant	Anti-bacterial Hand Soap
Eyeglass Lens Wipes	First Aid Kit	Disposable Ear Plugs
Poison Ivy Wash	Chainsaw Chaps	Pumice Hand Cleaner
Safety Work Boots (Annual \$225 Allowance-Public Works Employees Only)		
AED at Highway Garage, Transfer Station, Stump Dump and Town Hall.		

ARTICLE 28: SEXUAL AND OTHER UNLAWFUL HARASSMENT AND DISCRIMINATION

- 1. See Appendix B

ARTICLE 29: EFFECT OF AGREEMENT

- 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 by 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 referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

ARTICLE 30: EXPENDITURE OF PUBLIC FUNDS

- 1. 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 Hollis 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.


ARTICLE 31: SEPARABILITY

1. In the event that any Article or section of an Article of this Agreement is declared to be illegal, void or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other Articles and sections of this Agreement shall remain in full force and effect to the same extent as if that Article or section had never been incorporated in this Agreement. Should any section of this Agreement be found to be illegal, void or invalid, the parties agree to Impact Bargain any changes. In such an event, the remainder of this Agreement shall continue to be binding upon the parties hereto.

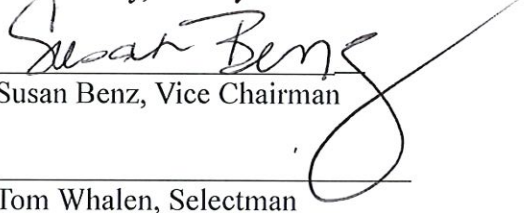
ARTICLE 32: DURATION

1. This Agreement shall be in full force and effect from April 1, 2023 to March 31, 2026.

FOR THE TOWN OF HOLLIS NH



David Petry, Chairman



Susan Benz, Vice Chairman

Tom Whalen, Selectman

Paul Armstrong, Selectman

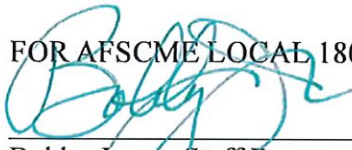


Mark Le Doux, Selectman

May 26, 2023

Date

FOR AFSCME LOCAL 1801



Bobby Jones, Staff Representative



Connie Cain, Local 1801 Chair

April 13, 2025

Date

APPENDIX A - HOURS OF WORK AND OVERTIME

1.) HOURS OF WORK – PUBLIC WORKS DEPARTMENT

- a.) All positions covered in Article 1, Section 1, of this contract shall be entitled to one (1) paid half-hour lunch and one (1) paid fifteen-minute break per shift be per RSA 275:30-a.
- b.) All scheduled overtime, to include emergency call-ins, which would require employees covered under this agreement to work, shall be subject to a rotating overtime schedule. The schedule shall be established based on department seniority, starting with the most senior employee, and ending with the least senior employee. Starting on the date that this contract takes effect, the first overtime shift shall be offered to the first person in the classification that normally and customarily performs the work on the list, then to qualified employees on the list. Each subsequent overtime shift shall rotate to the next person on the list having the next highest amount of seniority until there are no more people on the list, at which time the rotation will arrive back to the first person or senior member on the list. Should an employee refuse the shift or not be available, the assignment shall be considered “hours worked” for the purpose of the rotational list. In other words, the list shall continue to rotate as if that employee had worked that shift. All employees who work a scheduled overtime shift shall receive a minimum of four (4) hours pay at overtime rates. In the event the rotating overtime list has been exhausted and work normally done by the bargaining unit remains, such work may be completed by non-bargaining unit employees. If an employee refused the shift or was not available, on the next regular work day, the employee shall initial the schedule to indicate s/he refused or was not available.
- c. Coverage for Old Home Days shall be determined from the rotating overtime schedule thirty (30) calendar days prior to its start.

2.) HOURS OF WORK – TOWN HALL

- a.) All positions covered in Article 1, Section 1, of this contract shall be entitled to one (1) unpaid thirty (30) minute lunch and one (1) paid fifteen (15) minute break per RSA 275:30-a.
 - I.) Staff assigned to the named Boards and Committees shall be compensated at a minimum rate of two (2) hours per meeting (including site walks). The two (2) hour minimum starts when the employee arrives at the meeting. If there is an hour or more in between meetings, the two (2) hour minimum shall start again at the beginning of the next meeting.
 - II.) Employees assigned to Boards and Committees shall not be required to leave work early during normal work hours to avoid overtime compensation due to additional hours worked attending evening meetings.

3.) OVERTIME: All hours worked in excess of forty (40) hours per work week shall be paid overtime.

- a.) A “work week” shall be defined as periods of time from Saturday through Friday, inclusive.
- b.) Overtime pay shall be paid at one and a half (1.5) times the regular hourly rate of pay.
- c.) All accrued benefits and holiday pay shall count toward hours worked for the purpose of computation of overtime.
- d.) If an employee utilizes unplanned PTO during a work week, the PTO time shall not be counted towards hours worked for any pre-scheduled overtime during that week.

4.) CALL BACK: Employees who return to work after having left the employee’s regularly scheduled work shift, excluding scheduled meetings, or called in for an emergency, shall receive a minimum of four (4) hours pay at overtime rates unless the individual is called back to rectify the employee’s own error. If the employee is required to return to work more than once during a single four (4) hour period, the employee shall be paid for only one (1) call back period.

5.) TRAINING: All hours approved by management for training classes, programs, events, meetings and other similar activities, including travel time shall be considered time worked.

6.) **WORK SCHEDULE AND HOURS OF WORK:** In accordance with Article 2, Section 1 of this agreement, the Department Head may change work schedules and hours worked subject to employees receiving prior notice no less than forty-five (45) calendar days. Nothing in this agreement is intended to limit the employer's right to unilaterally change any employees' regular schedule or number of regularly scheduled hours, provided, however, that the employer will bargain the impact of any such schedule change that also results in a change in the employee's eligibility for New Hampshire State Retirement, Health and Dental benefits.

APPENDIX B - HARASSMENT AND DISCRIMINATION

The Town of Hollis intends to provide a work environment that is pleasant, healthy, comfortable, and free from intimidation, hostility or other offenses that might interfere with work performance. Harassment of any sort (verbal, physical, sexual or visual) or against any person (employee, supervisor, customer, or other third party) will not be tolerated.

The Town of Hollis prohibits harassment for any discriminatory reason, such as race, color, religion, sex, national origin, age, sexual orientation, pregnancy, veteran status, physical or mental disability, marital status or any other characteristic or status protected by law. Accordingly, derogatory racial, ethnic, religious, age, sexual orientation, sexual or other inappropriate remarks, slurs or jokes will not be tolerated.

Examples of Prohibited Harassment

Each employee must exercise his or her own good judgment to avoid engaging in conduct that may be perceived by others as harassment. Forms of prohibited harassment include, but are not limited to:

- Verbal: sexual innuendoes, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats or suggestive or insulting sounds;
- Visual/Non-verbal: derogatory posters, cartoons or drawings; suggestive objects or pictures; graphic commentaries; leering; or obscene gestures;
- Physical: unwanted physical contact including touching, interference with an individual's normal work movement or assault; and
- Retaliation: making or threatening reprisals as a result of a negative response to harassment.

Definition of Sexual Harassment

Sexual harassment is one form of unlawful harassment. It is also considered to be discrimination. Sexual harassment is defined here separately because the line between acceptable social contact between individuals and unlawful sexual harassment is sometimes more difficult to determine.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, physical, and nonphysical conduct of a sexual nature when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's performance at work, or creates an intimidating, hostile, or offensive work environment.

Sexual harassment includes a wide range of behaviors, from the actual coercion of sexual relations to unwelcome offensive comments, jokes, innuendoes and other sexually oriented statements and unwelcome emphasizing of sexual identity. It is not possible to create an all-inclusive list of prohibited harassment, so we offer the following as some examples of the types of comments or conduct that may constitute harassment or otherwise be considered a violation of this policy:

- Unwelcome sexual advances, whether or not they involve physical touching;
- Epithets; jokes; slurs; inappropriate nicknames or other references;

- Written or oral references to sexual conduct; gossip regarding one's sex life; comment on an individual's body; comment about an individual's sexual activity or experience;
- Displaying inappropriate objects, pictures, cartoons, email messages, screensavers, Internet sites;
- Leering, whistling, brushing against the body; sexual gestures;
- Suggestive or insulting comments;
- Threats or physical aggression.

Employees need to be concerned not only with the intent of their actions of this kind but also the effects; even unintentional conduct (including conduct that is intended as a "joke") can be deemed a violation of this policy. Repeated occurrences will be considered intentional violations of the policy.

A hostile work environment may be created by supervisors, co-workers, and subordinates as well as by non-employees, such as customers, suppliers, vendors, and contractors who have work-related dealings with employees. Sexual harassment includes behavior by members of the same sex, as well as members of the opposite sex, directed at a person because of his/her sex or sexual orientation.

This policy prohibits all of the activities discussed above, whether engaged in by a supervisor, agent of the Town of Hollis, co-worker, or non-employee who is on Town premises or who comes in contact with Town employees.

Consequences for Violating this Policy

Harassment may be indirect and even unintentional. Violations of this policy, whether intended or not, will not be permitted. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

What You Should Do if You are Harassed

Harassment is a violation of the Town's policy and is prohibited by state and federal law. Experience has shown that a clear statement to the person engaging in the offensive behavior is often all that is necessary to stop the conduct. Employees who believe they are being harassed are encouraged to let the person engaging in the conduct know how they feel, but they are not required to do so.

Should you believe you are being harassed, you should report the incident immediately in accordance with our Reporting Procedure for Harassment and Discrimination described below.

Retaliation is Prohibited

Retaliation against an employee who complains in good faith about sexual or other unlawful harassment is a violation of the Town's policy and is prohibited by state and federal law. Retaliation is a form of unlawful harassment and will be handled in the same manner as other forms of harassment. All incidents of retaliation should be immediately reported in accordance with the Reporting Procedure for Harassment and Discrimination.

Reporting Procedure for Harassment and Discrimination

If you believe that you have experienced unlawful discrimination or harassment, you must follow this reporting procedure to notify us of the problem so that we can promptly and thoroughly investigate the matter and take appropriate action. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the problem. No employee in this organization is exempt from our policies prohibiting harassment and discrimination.

- Any employee who believes that he/she has been discriminated against or harassed should immediately notify **his or her Supervisor, Department Head, Assistant Town Administrator or Town Administrator.**
- Supervisors, managers, and general managers who become aware of discriminating or harassing conduct and/or a complaint of discrimination or harassment must report the conduct and/or complaint immediately to the **Assistant Town Administrator, Town Administrator or Board of Selectmen.**
- The Company will investigate every reported incident promptly and in a discreet manner. All complaints will be considered confidential, and disclosure will be limited to those with a need to know in order to investigate the complaint and/or take corrective action.

Any employee who has been found to have violated our policies or otherwise acted inappropriately will be subject to disciplinary action, up to and including immediate termination of employment. The Town will also take other corrective or remedial actions, when appropriate.

We encourage reporting of complaints so that we may appropriately address and correct any problems. An employee who participates in good faith in any investigation under this policy has the Town's assurance that it will not tolerate any retaliation against him/her as a result of bringing the complaint or otherwise participating in the process. All employees are expected to be truthful, forthcoming, and cooperative in connection with a complaint investigation.

