

AGREEMENT BETWEEN
THE TOWN OF HOOKSETT, NH
AND
AFSCME COUNCIL 93, LOCAL 1580
JULY 1, 2013 – JUNE 30, 2015

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PREAMBLE

The purpose and intent of the Town of Hooksett, hereinafter called the Town, and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union, entering into this Agreement is to promote orderly and peaceful relations between the Town and the organized employees in the Bargaining Unit included in the following Agreement and to provide on behalf of the citizen of Hooksett approved services in an effective and efficient manner.

ARTICLE 1

RECOGNITION

- 1.1 The Town of Hooksett hereby recognizes AFSCME in accordance with RSA-273 A as the exclusive representative of the Bargaining Unit in the Certification of Representation as follows: Heavy Equipment Operator, Truck Driver/Laborer, Laborer, Mechanic, Heavy Equipment Operator/Truck Driver, Truck Driver/Laborer – Transfer Station.

Excluded: Crew Chief, Master Mechanic, Crew Chief – Transfer Station, Administrative Assistant, Assistant Crew Chief, Laborer (Seasonal), Custodian and Laborer – Transfer Station

ARTICLE 2

NON-DISCRIMINATION

- 2.1 The Town and the Departments covered by this Agreement agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.
- 2.2 The Town, the Departments and the Union covered by this Agreement agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, sex, age or physical handicap.

ARTICLE 3

UNION SECURITY

3.1 Any employee covered by this Agreement shall be required to choose from the options of membership in AFSCME Council 93 or payment to AFSCME Council 93 of a service fee equal to their pro-rata share of the costs to AFSCME Council 93 that are germane to collective bargaining and contract administration as defined by law.

3.2 Upon presentation of a signed authorization card by the employee to the Town, the Town agrees to deduct the official dues/service fee of the Union from wages of each employee covered by this Agreement on a weekly basis and pay the total amount collected to: Business Manager, AFSCME Council 93, 8 Beacon Street, Boston, MA 02108 once a month along with a statement indicating the amount paid by each employee and who has paid dues and who has paid the service fee.

3.3 If an employee has no check coming or if the check is not large enough to satisfy the dues/service fee, then no deduction will be made for that pay period. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues/service fee.

ARTICLE 4

DEFINITIONS

4.1 Full time: An employee who has been specifically hired as full time and regularly scheduled to work 35 hours or more per week. A full time employee is eligible for all benefits as described in this Agreement.

4.2 Part time: An employee who is specifically hired as part time and is regularly scheduled to work less than 35 hours per week. Part time employees are not eligible for benefits described in this Agreement and are not part of the bargaining unit.

4.3 Temporary: An employee who was specifically hired for temporary work and is regularly scheduled to work for specific periods of time or for the completion of a specific project. A temporary employee is not eligible for benefits described in this Agreement and is not part of the bargaining unit.

4.4 Seasonal: An employee who was specifically hired for seasonal work and is regularly scheduled to work in a specific department or for specific periods of time during the year dependent on the season/weather. Seasonal employees are not eligible for benefits described in this Agreement and are not part of the bargaining unit.

ARTICLE 5

SENIORITY

- 5.1 Seniority shall be defined as the length of time an employee has continuously worked for the Town.
- 5.2 Seniority shall prevail in matters concerning re-hirings. Qualified and available employees shall be reinstated before new employees are hired. If all laid off employees from the Department in which the laid off employee(s) used to be a part of have been contacted and are unavailable for reinstatement, the position shall be offered to outside candidate(s).
- 5.3 Until an employee has served the initial six (6) month probation period, it shall be deemed that the employee has no seniority status, and the employee may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.
- 5.4 An employee shall not forfeit seniority during absences caused by:
- (a) Illness resulting in total temporary disability due to the employee's work with the Department certified to by an affidavit from the Workers' Compensation Carrier.
 - (b) Illness not the result of the employee's misconduct, resulting in temporary disability, certified to by a periodic physician's affidavit consistent with illness and prognosis except that such affidavit will be required at intervals of no more than every thirty (30) days.
 - (c) Maternity leave will not affect the seniority of an employee.
- 5.5 An employee shall lose seniority for, but not limited to the following:
- (a) If an employee is discharged and if such discharge is not overturned by an appropriate authority.
 - (b) If the employee resigns.

5.6 The preparation and maintenance of the seniority roster shall be the responsibility of the Town, approved by the Union and is to be a part of this Agreement. The list is to be drawn up and posted once each year in January.

Article 6

Promotions and Transfers

6.1 The Town reserves and shall have the right to make promotions and transfers but shall be governed by seniority where qualifications are equal. It is the intent that all job descriptions shall be construed as containing the phrase "or equivalent" when it comes to education/training.

6.2 Jobs to be filled through promotion shall be posted on the Town bulletin boards in the Department in which the vacancy occurs for a period of five (5) working days.

6.3 After an award is made of a promotion, the name of the person promoted shall be posted for five (5) working days following said award. Employees may file a grievance within eight (8) work days of the date posted in accordance with the grievance procedure.

6.4 Whenever possible, promotions shall be made from the ranks of regular employees who are employed by the Town. Qualified applicants from the Department where the position exists shall be offered first opportunity for the promotion followed by qualified employees from the other Departments within the bargaining unit prior to the position being offered to outside applicants.

6.5 When a question as to the proper person having been chosen for any job that arises and it cannot be resolved, it will be settled by using the grievance procedure contained in this Agreement.

6.6 Job postings shall include the job specification, rate of pay, job location, shift and if the job is permanent with a permanent rating.

Article 7

Hours of Work and Overtime

7.1 The normal work week shall consist of five (5) consecutive eight (8) hour days.

7.2 All employees shall be entitled to a thirty (30) minute unpaid lunch break and two (2) fifteen minute breaks during the course of the work day with the two shorter breaks to be taken in proximity to the job site.

7.3 All time worked in excess of the regularly scheduled work shift (8 hours) in any one day and over forty (40) hours in any one work week shall be paid at the rate of time and one-half (1 ½). Paid leaves of absence during the work week shall be considered as hours worked for the purpose of determining the forty (40) straight time hours.

All hours worked in excess of sixteen (16) consecutive hours shall be paid at the rate of two times (2X) the employee's regular hourly rate.

7.4 An employee who has left his/her place of employment and is recalled to work prior to the start of his/her next normal shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1 ½); provided further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three (3) hour minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between the normal shifts but not to be paid separately for several call backs within the three(3) hour minimum guarantee period.

Article 8

Call In/Standby Time

8.1 Employees who are assigned during their normal off duty time, by their Department to standby duty shall be in immediate communication with their Department during the assigned standby time period and shall report to work immediately, but in no case longer than one (1) hour from the time of first contact.

8.2 For the purpose of this Article a call-in shall mean that an employee has actually been called in to do work. An employee called in shall be paid for a minimum of three (3) hours at the employee's time and one-half (1 ½) hourly rate.

Article 9

Holidays

9.1 All employees covered by this Agreement shall be paid for the following named holidays:

New Year's Day	Columbus Day
MLK/Civil Rights Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

9.2 Actual holidays falling on a Saturday will be observed on the preceding Friday. Actual holidays falling on a Sunday will be observed on the following Monday. Work conducted on an actual holiday (which is not the "observed" Town holiday) will be treated as a regular work day.

9.3 All work performed on a Town observed holiday shall be paid at the rate of time and one-half (1 ½) over and above regular hours paid for the holiday for all hours worked but in no case will such employee be credited with less than two (2) hours work.

9.4 An employee is entitled to holiday pay on a Town observed holiday referred to in Section 9.1, only if he/she works the last scheduled work day preceding the Town observed holiday and the first scheduled work day following the Town observed holiday, or is on approved paid leave.

9.5 Paid holidays occurring during the work week shall be counted as hours worked for the purpose of determining the forty (40) straight time hours for the pay period.

Article 10

Vacation

10.1 The purpose of vacation leave is to provide full time employees the opportunity for a break in their work schedule. The amount of vacation earned annually is based on the number of years employed. Vacation time is accrued monthly. Vacation accruals are as follows:

10.2 Vacation leave shall be accrued at the following rates for full time employees beginning with their first month of employment. The employee must start work by the 15th of the month in order to accrue in the first month.

10.3 During the first seven years of continuous service, the employee earns 6.66 hours per month. This equates to ten 8 hour days per year. No more than 240 hours can be carried forward as of June 30th each year.

10.4 At the beginning of the eighth year of continuous service and onward, the employee earns 10 hours per month. This equates to fifteen 8 hour days per year. No more than 240 hours can be carried forward as of June 30th.

10.5 At the beginning of the fifteenth year of continuous service and onward, the employee earns 13.33 hours per month. This equates to twenty 8 hour days per year. No more than 320 hours can be carried forward as of June 30th.

10.6 One vacation day equals one normal 8 hour work day. Vacation time may be used in increments of one hour. If accruals exceed the maximum caps listed herein, the accrual overages are forfeited. No vacation leave shall be taken before accrual. Each month's accrual will be officially accrued once the month has been completed and will be eligible for use on the first day of the following month. As an example, vacation time accrued for January will be available for use on February 1st. If a holiday occurs during a vacation, the employee may extend their vacation for one day or take the vacation day at another time. Use of vacation leave at a particular time is contingent upon whether the employee's services can be spared. Employees must submit their vacation requests as early as possible in the calendar year. Supervisors shall approve vacation requests taking into consideration that the remaining work force at all times will be adequate to cope with the expected work load. In cases where too many requests are made for a particular date, employees with the earliest request with sufficient accrued leave will be given preference.

Article 11

Sick Leave

11.1 Full time employees will receive paid sick leave. The employee will accrue sick leave at the rate of eight hours per month. Sick leave may be accrued up to a 240 hour cap. At the end of the fiscal year, any sick leave over the 240 hour cap will be reimbursed to the employee at half pay.

11.2 The minimum amount of sick leave that may be used is one hour.

11.3 Sick leave shall be accrued for full time employees beginning with their first month of employment. The employee must start work by the 15th of the month in order to accrue in the first month.

11.4 No sick leave shall be taken before accrual. Each month's accrual will be officially accrued once the month has been completed and will be eligible for use the first day of the following month. As an example, sick time accrued for January will be available for use on February 1st.

11.5 Sick leave may be used only to cover absences resulting for bona-fide sickness or injury; to cover absences required by exposure to contagious disease; to cover absences resulting from a necessity to attend to an ill member of the employee's household or a family member; for a medical provider office visit; physical therapy; or, any type of medically related use. All sick leave must be approved by the supervisor.

11.6 In order to receive pay for sick leave, the Department Head or appropriate supervisor must be notified of the absence no later than fifteen minutes after the start of the employee's work day. Upon return to work the employee must fill out the appropriate paperwork to use sick leave. The Town may require a doctor's note/statement for any sick leave absences of three days or more. The doctor's note/statement must be provided upon request. The doctor's note/statement may be required before being allowed to return to work.

11.7 Each fiscal year, 16 hours of annual sick leave will be considered "personal leave" for the employee to use for personal reasons during the current fiscal year. These 16 hours will be taken from the employee's sick leave account when used. At the end of the fiscal year, unused personal leave will be converted back to sick leave and will be carried over into the next fiscal year. This will result in the employee having a total of no more than 16 hours of personal time per fiscal year.

11.8 Chronic cases of absenteeism may be reviewed by the Department Head and a determination will be made regarding continued employment. If an employee is suspected or known to be misusing sick leave for reasons other than sickness or a medically related issue, the Department Head or designee may require a doctor's note, and/or conduct an investigation into the alleged misuse. If found to be misusing sick leave; discipline will be issued up to and including dismissal.

Article 12

Leave of Absence

12.1 The Town agrees to allow Union representatives, steward and/or aggrieved employees reasonable time without loss of pay, during regular work hours for the purpose of processing grievances and negotiations. Union representatives shall obtain prior permission of the immediate supervisor before interrupting the work of an employee located at a different work site.

12.2 Time lost by a representative of the Union on grievance settlements or negotiations shall be paid for by the Town as provided in RSA 273-A.

12.3 Any employee who requests time off but has no accrued leave available may be granted an unpaid leave of absence. Unpaid leave of absence may be granted by the Department Head for a period not to exceed thirty (30) calendar days. An employee who has taken an unpaid leave of absence will have no loss of insurance benefits or seniority but will not accrue leave benefits such as vacation, sick leave, etc. Insurance benefits will be paid by the Town in accordance with the established level of deductions and the employee will be responsible to pay their weekly payroll deductions and any previously agreed upon financial obligations. When the unpaid leave of absence ends, the employee will be reinstated to the position held before the leave was granted.

Article 13

Bereavement Leave

13.1 Bereavement leave of three (3) working days with pay will be granted to a bargaining unit employee in the case of a family member's death. Family shall include spouse, child, person acting in loco parentis, parent, grandchild, grandparent or sibling.

13.2 Bereavement leave of one (1) working day with pay will be granted to a bargaining unit employee in the case of aunt, uncle, immediate in-laws.

13.3 A request for additional bereavement days will be approved at the discretion of the Department Head.

Article 14

Maternity Leave

14.1 Employees who are unable to work because of pregnancy, childbirth or related medical conditions will be considered disabled and will be extended the same benefits as any eligible employee on disability. The employee will submit documentation from the doctor with the date they are no longer able to work and when they are expected to return to work. Full time employees may apply for disability coverage for their maternity leave. While on disability all insurance benefits will continue and the employee will continue to be responsible for any payroll deductions. All leave accruals will not continue. See Article 20 for more information on disability leave.

14.2 Eligible employees will be placed onto FMLA leave. FMLA will run concurrently with any other type of leave the employee may be on. See Article 18 for more information on FMLA.

Article 15

Military Leave

15.1 Any full time employee who is drafted or recalled to active military duty with the Armed Forces of the United States will be granted military leave. During military leave the employee will receive their rate of pay less the amount of compensation received from the military. Upon return from military leave the rate of pay and other benefits will be the same as if the employee had worked continuously with the Town in the job held when military leave was granted. While on military leave all benefits including insurances and leave accruals will continue for a maximum of 24 months in accordance with USERRA.

15.2 When a full time employee who is a member of one of the reserve components of the Armed Forces is required to meet their annual two week obligation, the employee will be granted military leave. During military leave the employee will receive their rate of pay less the amount of compensation received from the military. While on military leave all benefits including insurances and leave accruals will continue for a maximum of 24 months in accordance with USERRA.

15.3 Notice of leave request : Any employee needing time away from work for service or training in the military must make their Department Head aware of the need for leave as soon as written or verbal orders from the military are received. Such notice will be in writing providing all pertinent information such as first day on leave and the anticipated return to work date. If requested by the Department Head, the employee will provide proof of the need for military leave.

15.4 Reinstatement to work : As soon as the employee has a return to work date, they must notify their Department Head in writing. The Town will reinstate the employee promptly. Eligibility for reinstatement will be determined with reference to USERRA regulations. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request and/or the total time spent in service.

15.5 Disabled service members : If a returning employee was disabled or a disability was aggravated during uniformed service, the Town will make reasonable accommodations and efforts to help the employee perform the duties of their reemployment position.

Article 16

Court Service Leave

16.1 When an employee is called for jury duty or witness service, this will be called court service leave. The employee must provide the Department Head written documentation as to the need for court service leave and the days needed for such leave and if requested must provide a copy of the summons paperwork. The employee will receive their rate of pay less the amount of compensation received from the court. A full time employee who has personal business in court which is not Town related and was not summoned or subpoenaed, must apply for and be granted an appropriate applicable leave such as personal day, vacation leave or unpaid leave. Sick leave is excluded.

Article 17

Crime Victim Leave

17.1 An employee will be granted unpaid time off from work to attend court or other legal or investigative proceedings associated with the prosecution of a crime in which the employee was the victim. For purposes of this Agreement, a "victim" is any person who suffers direct or threatened physical, emotional or financial harm as a result of the commission or attempted commission of a crime.

17.2 Employees may also qualify for leave under this article if they are part of the immediate family of a homicide victim or part of the immediate family of a child under the age of 18 or an incompetent adult who is the victim of a crime. For the purpose of this article "immediate family" means the father, mother, stepparent, child, stepchild, sibling, spouse, civil union partner, grandparent, or legal guardian of the victim, or a person who is otherwise in an intimate relationship with and residing in the same household as the victim.

17.3 An employee needing time off under this article should notify their Department Head as far in advance as possible. The employee may be asked to submit copies of the notices of each scheduled hearing, conference or meeting that is provided to the employee by the court or agency involved in the prosecution of the crime. Employees must comply with any requests to submit these notices, and failure to do so may result in denial of the leave of absence. The Town will maintain such notices or records in confidence in Human Resources, and will disclose them only on a need to know basis.

17.4 The employee will be notified as soon as practicable whether the leave request is granted or denied. Requests falling within the definition of this article will typically be granted unless the leave of absence would cause an undue hardship on the Town. An "undue hardship" for the purposes of this article

means significant difficulty and expense. In determining whether an undue hardship may exist, the Department Head will consider the size of the operations, the employee's position and the need for the employee to be at work.

17.5 Leave taken under this article is unpaid, although an employee may elect to use their accrued, unused vacation time, sick time, personal days or other applicable leave.

17.6 The Town will not discharge, threaten or discriminate against an employee for taking leave under this article, and employees taking leave under this article will not lose any seniority during the leave of absence. All benefits and accruals will remain and accrue normally.

Article 18

Family Medical Leave Act

18.1 The FMLA allows eligible employees to take an unpaid leave of absence and be restored to the same or an equivalent position upon their return to work for any of the following reasons:

Reasons for FMLA leave

1. The birth and/or first year care of a child.
2. The placement of a child with the employee, adopted or foster care, and to care for the newly placed child.
3. The care of a spouse, minor child, adult child or parent with a serious health condition.
4. The serious health condition of the employee.
5. A "qualifying exigency" as defined in the Department of Labor regulations, arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty or has been notified of impending call or order to active duty in the U.S. Armed Forces in support of a contingency operation as a member of the National Guard or Reserves.
6. The employee is a spouse, son, daughter, parent or next of kin of a "covered service member" as defined in the Department of Labor Regulations who has a serious injury or illness and the employee is needed to care for such person .

Eligibility for FMLA leave to be eligible for FMLA an employee must have:

1. Worked for the Town for the last 12 months; and,
2. Worked at least 1250 hours during the year preceding the start of leave.

18.2 Defining the Length of FMLA leave. The employee is entitled to take up to 12 weeks in any 12-month period. If an employee takes FMLA leave listed in “Reasons for Leave” #1 – #5, the employee is entitled to up to 12 weeks of unpaid leave during a single 12-month period. That 12-month period is defined as a “rolling” 12-month period measured backward from the date an employee begins an FMLA leave. For example, if an employee used 4 weeks beginning February 1, 2008, 4 weeks beginning June 1, 2008 and 4 weeks beginning December 1, 2008, the employee would not be entitled to any additional leave until February 1, 2009. February 1, 2009 would be the start of a second 12-month period in which 12 weeks of FMLA could be used.

If an employee takes FMLA leave for the reason stated in “Reasons for Leave” #6, the employee may take up to 26 weeks of unpaid FMLA within a single 12-month period. This 12-month period begins on the first day of leave. An employee who takes FMLA leave for a reason stated in #6 will be limited to a combined total of 26 weeks of leave for any FMLA-qualifying reason during the single 12-month period. The leave entitlement described in #6 is to be applied on a per-covered-service member, per injury basis such that an eligible employee may be entitled to take more than one period of 26 work weeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious illness or injury, except that no more than 26 work weeks of leave may be taken within any single 12-month period.

18.3 Request for FMLA When an eligible employee requests to be placed onto FMLA, the employee will put their request in writing and will make every effort to provide the notice at least 30-days prior to the first day of FMLA leave. Their written notice must contain all applicable information for the request such as the reason for the leave, start date and estimated end date. Once received the Town will verify that the employee is eligible and provide the employee with the same notifications and requirements as if the employee had been placed on FMLA leave.

18.4 Placement onto FMLA When an eligible employee is subsequently out on any leave of absence that qualifies under the FMLA, the employee will be placed onto FMLA. The Town has the right to place that employee onto FMLA without a request from the employee. In such circumstances the Town will provide the eligible employee with the same notifications and requirements as though the employee had specifically requested FMLA leave.

18.5 Intermittent and Reduced Schedule FMLA leave Under some circumstances, employees may take FMLA leaves of absence intermittently (in separate blocks of time due to a single FMLA qualifying reason) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday). Certification will be required to show that an intermittent

or a reduced schedule leave is a medical necessity for leaves under #3, #4 and #6. Other documentation or certification may be required to show that such an intermittent or a reduced schedule leave is necessary in the case of a leave of a “qualified exigency” under #5.

If FMLA leave is for birth and care, or placement for adoption or foster care, as described in “Reasons for Leave” #1 and #2, use of intermittent leave is subject to the Town approval.

When an employee takes intermittent or reduced schedule leave, time spent working will not be counted against the employee’s FMLA entitlement.

Employees taking intermittent or reduced schedule leave will be paid for the time they work, and the leave time away from work will be unpaid unless the employee qualifies for workers’ compensation, short-term disability or other benefits available.

While an employee is on intermittent or reduced schedule FMLA leave, the Town may temporarily transfer the employee to an available alternate position that better accommodates the employee’s recurring leave and that has equivalent pay and benefits.

Employees who take intermittent leave for a planned medical treatment have an obligation to make a reasonable effort to schedule the treatment so as not to disrupt unduly the Town’s operations.

18.6 FMLA Additional Medical Certifications The Town may require subsequent medical recertification of the employee. Failure to provide the requested information within the time designated may result in the delay of further leave.

18.7 FMLA Qualifying Exigency An employee who requests a leave for a “qualifying exigency” arising from an immediate family member’s call to active duty or impending call or order to active duty will be required to provide a copy of the family members’ active duty orders or other documentation issued by the military indicating the member is on active duty or is on a call to active duty status in support of a contingency operation.

18.8 FMLA Confirmation of family relationship An employee requesting FMLA leave based on “Reasons for Leave” #1, #2, and #3, may be required to provide reasonable documentation or a statement of family relationship. This documentation may take many forms including but not limited to a child’s birth certificate, a court document, etc.

18.9 Updates while on FMLA While an employee is on FMLA for any reason listed in “Reasons for Leave”, the employee will be required to provide biweekly

updates about the status of the need for their leave. This requirement will be listed in the letter they receive from Human Resources.

18.10 No work while on FMLA The taking of another job including self-employment while on FMLA leave may lead to disciplinary action, up to and including dismissal.

18.11 FMLA Status of employee benefits The Town will maintain the employee's coverage under any group health plan on the same condition as coverage would have been provided had the employee been continuously employed during the leave period. During this time the employee must maintain their portion if any, of any group health benefits. If the leave is unpaid, the employee must make payments to the Town for his/her portion of the premium by a day mutually agreed upon by the employee and the finance department.

18.12 FMLA Returning to Work With the exception of employees designated as "key employees" or "highly compensated employees", an employee will be reinstated to the same or equivalent position with equivalent benefits, pay and other terms and conditions of employment when returning from FMLA leave. Prior to returning to work the employee must provide a written notice of their intent to return to work and a fitness-for-duty report or certification from the employee's health care provider. This report must medically clear the employee to resume work and be able to perform all functions of the position.

Key employees or Highly compensated employees may be denied restoration to their prior or equivalent position if keeping the job open for the employee would result in substantial economic injury by the Town.

Article 19

Life Insurance

19.1 The Town shall provide life insurance to its full time employees in an amount equal to one year's salary, rounded upward to the next highest thousand. Coverage begins on the first day of the month following 90-days of employment or as the life insurance contract dictates. Benefits are payable in both occupational and non-occupational causes. The amount of life insurance is reduced by 50% after the age of 70 and terminates at 75. In the event the Town changes life insurance carriers, this life insurance section becomes null and void, and the new life insurance policy will be adhered to.

Article 20

Health, Dental and Disability Insurances

20.1 Health Insurance The Town will provide unit employees with the ability to enroll in either Anthem Blue Cross 2 tier (BC2T10+), Anthem's Lumenos High-Deductible Health Plan, Anthem Matthew Thornton Blue (MTB 101PDED) or similar plan of comparable quality. Employees may select the plan of their choice, to include single, two-person or family coverage in accordance with the eligibility rules of the provider. The Town will pay ninety percent (90%) of the premium cost with the employee paying ten percent (10%) through payroll deduction.

20.2 Dental Insurance The Town shall maintain dental insurance for single, two-person and family plans premium paid ninety percent (90%) by the Town and ten percent (10%) paid by the employee through payroll deduction. As of this writing, an exception to the 90%/10% would be the third dental plan, currently known as Option 5, which is paid for at 100% by the Town with no employee payroll deduction.

20.3 Disability insurance The Town shall continue to provide disability insurance for each employee providing a benefit based on sixty-seven percent (67%) of the employee's regular gross wage or in the matter of a provider/vendor change, whatever the contract provides.

Article 21

Clothing Allowance

21.1 The Town shall continue to provide uniforms to the Public Works Department and the Recycling and Transfer Department at the level in place as of the signing of this Agreement.

Article 22

Tradesman Tools

22.1 The Town shall provide up to \$500.00 per fiscal year for mechanics for upgrading and replacement of tools broken or damaged on the job or to increase efficiency/productivity within the mechanics primary job responsibilities. Prior to replacing/purchasing tools the employee shall notify the Town of his/her intent to replace/purchase under this Article.

Article 23

Travel Allowance

23.1 The Town will reimburse an employee at the Federally recognized rate for vehicle usage when personal vehicles are utilized for Town business other than normal transportation to and from work.

Article 24

Safety

24.1 The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Town and the Union shall meet in accordance with State Law. The Union agrees that its members who are employees of the Town will comply with the Department's rules and regulations relating to safety.

Article 25

Bulletin Board

25.1 The Town shall provide space for bulletin boards for the posting of notices of the Town addressed to the employees and notices of the Union addressed to the members. The Department shall locate its bulletin boards at convenient places within the department. No Union notice shall be posted until it has been signed by a Union Official and approved by the Department Head or his/her designated representative.

Article 26

Management Rights

26.1 Except as specifically modified by this Agreement the Town hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law including, but not limited to the right:

1. To the executive management and administrative control of the Town's property and facilities;

2. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment or dismissal;
3. To determine overall goals, objectives and policies regarding the work to be accomplished;
4. To determine the assignment of personnel to tasks to be accomplished;
5. To determine the services, supplies and equipment necessary to carry out operations and to determine the methods and processes of carrying on the work;
6. To adopt reasonable rules and regulations, including those related to hours of work and overtime;
7. To determine the location or relocation of its facilities, buildings, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
8. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations;
9. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization, and;
10. To direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the workforce.

Article 27

Strikes/Lockouts Prohibited

27.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit down, stay in, sick out, work slowdown, withholding of services or any curtailment of work which would interfere with the operations of the Town.

27.2 The Town agrees that under no circumstances will it invoke a lockout.

Article 28

Disciplinary Procedures

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

28.2 All verbal warnings, written warnings, suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the employee, the Union and Human Resources for the employee's personnel file within five (5)

work days of the date of the verbal warning, written warning, suspension or discharge.

28.3 Disciplinary action shall normally be taken in the following order:

- A. Documental Verbal Warning
- B. Written Warning
- C. Suspension without pay
- D. Discharge

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

28.4 Policies are essential to provide for an efficient, safe, nondiscriminatory and pleasant work environment. Violators will be subject to disciplinary action in accordance with this section. It is the responsibility of all employees to observe the policies and regulations necessary for the proper operation of the Departments in the Town. Disciplinary action may be taken for conduct or actions which interfere with or prevent the Town from effectively and efficiently discharging its responsibilities to the public, but in no case will disciplinary action be taken without just cause.

28.5 It is the policy of the Town to take corrective action against employees who violate rules, regulations or standards of conduct, or who endanger the safety of others or perform in an unsatisfactory manner.

28.6 The Town may also place an employee on paid or unpaid administrative leave, on a temporary basis, as permitted under Federal and State Law.

Article 29

Grievance Procedure

29.1 A grievance is defined as a claim or dispute arising out of the application or interpretation of this Agreement under the provisions of this Agreement and shall be processed in the following manner:

STEP 1 An employee having a grievance may discuss the grievance with his/her Division Foreman/Crew Chief within ten (10) days from the date of the event giving rise to the grievance or the date the employee could have reasonably been first made aware of the event. Such grievance shall be discussed between the employee, the union representative and management. The Division Foreman/Crew Chief shall give his/her answer within seven (7) days from the date he/she receives notice of the grievance.

STEP 2 If the grievant or the union disagrees with the decision of the Division Foreman/Crew Chief and desires to proceed with the grievance then such grievance must be submitted in writing, listing the article(s) and section(s) violated, the specific grievance and the remedy desired to the Director/Superintendent within seven (7) work days from the date of the decision of the Division Foreman/Crew Chief was rendered. The Director/Superintendent shall render his/her decision within seven (7) work days from the date he/she receives the grievance.

STEP 3 If the grievant or the union disagrees with the decision of the Director/Superintendent and desires to proceed with the grievance then such grievance must be submitted in writing, to the Town Administrator within seven (7) work days from the date of the decision of the Director/Superintendent was rendered. The Town Administrator shall render his/her decision within seven (7) work days from the date he/she receives the grievance.

STEP 4 If no settlement is reached as a result of Step 3, the union may submit in writing a request for a hearing to the Town Council appealing the Town Administrator's decision within seven (7) work days from the date the decision was received. The Town Council shall schedule a hearing date within fourteen (14) work days of receiving a request for hearing. The Town Council shall render its decision within fourteen (14) work days of said hearing.

STEP 5 If no settlement is reached as a result of Step 4, the union may submit in writing a request to a mutually agreed upon neutral arbitration agency or to the Labor Relations Connection to appoint an arbitrator to resolve said grievance. Such action to be filed within thirty (30) working days after Step 4 has occurred or a decision has been rendered.

29.2 Mediation of Grievance: If the union has referred, in a timely fashion, a grievance to arbitration, the parties may jointly agree to submit the grievance to mediation in lieu of arbitration in accordance with the following provisions:

- A. Mediation of a grievance will be scheduled only on the basis of a joint request for mediation by the Union and the Town Council made within five (5) calendar days after the Union has referred the grievance to arbitration, unless the parties mutually agree otherwise in writing.
- B. The mediator shall be a trained third party neutral agreed to by both parties.
- C. One representative for each party shall present its position to the mediator, provided that the grievant shall have the right to be present at the mediation conference.
- D. The parties' representatives may, but are not required to, present the mediator with a brief written statement of the facts, the issue and the arguments in support of their position. If such a statement is not

presented in written form, it shall be presented orally at the beginning of the mediation conference.

- E. Proceedings before the mediator shall be informal in nature. The rules of evidence will not apply, and no record of the mediation conference shall be made.
- F. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.
- G. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision that shall include the basis thereof, unless both parties agree that no such decision should be provided.
- H. The mediator's advisory decision, if accepted by both parties, shall not constitute a precedent unless both parties agree.
- I. If no settlement is reached at mediation, the Union is free to arbitrate the grievance, provided it advises the Town Council, in writing, within ten (10) calendar days following the mediation conference.
- J. In the event that a grievance that has been mediated goes to arbitration, the mediator may not serve as the arbitrator. Nothing said or done by the mediator may be referred to or introduced at the arbitration hearing, and nothing said or done by either part in the mediation conference may be used against the other party in arbitration.
- K. The fees and expenses of the mediator shall be borne equally between the parties.

29.3 The cost of the arbitrator shall be shared equally by the parties. Each party shall be required to make arrangements for payment of the expenses of witnesses who are not Town employees who are called by them.

29.4 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

29.5 The above time frames may be extended or by-passed by mutual written agreement of the parties.

Article 30

Wage Rates

30.1 Pay Plan: All employees whose positions are subject to this Agreement shall be paid an hourly wage pursuant to the pay classification plan attached hereto as Appendix A. Said plan shall be in effect as of the first pay period in July 2013. Said plan shall provide for an annual increase on each bargaining unit employee as follows:

Effective July 1, 2013 by 4% over the employee's then current hourly rate

Effective July 1, 2014 by 3% over the employee's July 1, 2013 rate

Article 31

NHRS

31.1 The Town agrees to contribute towards the New Hampshire State Retirement System for those employees participating in said program in accordance with State requirements.

Article 32

Severance Pay

32.1 Permanent full time bargaining unit employees who are laid off from the employ of the Town shall be entitled to severance pay in accordance with the following:

After 5 years of completed service	2 weeks
After 10 years of completed service	4 weeks
After 15 years of completed service	6 weeks
After 20 years of completed service	8 weeks
25 years and thereafter of completed service	10 weeks

Severance pay shall be computed on the employee's current hourly rate when the layoff occurs.

Article 33

Severability

33.1 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 shall remain in full force and effect to the same extent that the article or section of an article declared to be illegal, void or invalid had never been incorporated into this Agreement, except that the parties agree to meet within ninety (90) days to negotiate a substitute for the invalidated article or section thereof.

Article 34

Duration

34.1 This Agreement shall be in full force and effect from July 1, 2013 through June 30, 2015 except as specified in individual articles. Should either party desire to cancel or terminate the Agreement, written notice shall be served by either party upon the other at least one hundred twenty (120) calendar days prior to the date of expiration.

34.2 Where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate change and/or revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) calendar days prior to the budget submission date of any subsequent year, advising such party desires to revise or change terms or conditions of such Agreement and specifies the Article(s) to be renegotiated.

FOR THE TOWN OF HOOKSETT

James A. Sullivan

FOR AFSCME LOCAL 1580

James J. Spangler
Scott W. Marshall

Date _____

Date _____

Appendix A

Wage Scales

July 1, 2013

Position	Division	Employee	Rate as of 7/1/13
Laborer	Parks	Paul Devarenne	15.19
	Parks	Brett Hemeon	16.28
Truck Driver/ Laborer	Road Maint.	Matthew Gordon	15.97
	Parks	Robert Hebert	17.37
	Parks	Dwight Larkin	14.75
	Road Maint.	Jeffrey Lord	14.46
	Road Maint.	Scott Marshall	14.75
	Collection	Gregory Moyer	17.06
	Road Maint.	Ryan Pelissier	14.83
	Collection	Jean-Paul Royea	14.46
	Road Maint.	Mark Zedon	16.05
	Parks	Vacant – PW	14.46
	Road Maint.	Vacant – PW	14.46
Collection	Vacant – Recycling	14.46	
HEO/Truck Driver	Road Maint.	Scott Brown	18.61
	Recycling	Ernest Coulombe	18.76
	Recycling	Gerard Gallant	18.76
	Road Maint.	John Soulia	20.54
Mechanic	Fleet	David Brady	17.43
	Fleet	Mario Desauiniers	21.27

Wage Scales

July 1, 2014

Position	Division	Employee	Rate as of 7/1/14
Laborer	Parks	Paul Devarenne	15.65
	Parks	Brett Hemeon	16.76
Truck Driver/ Laborer	Road Maint.	Matthew Gordon	16.45
	Parks	Robert Hebert	17.89
	Parks	Dwight Larkin	15.19
	Road Maint.	Jeffrey Lord	14.89
	Road Maint.	Scott Marshall	15.19
	Collection	Gregory Moyer	17.57
	Road Maint.	Ryan Pelissier	15.28
	Collection	Jean-Paul Royea	14.89
	Road Maint.	Mark Zedon	16.53
	Parks	Vacant – PW	14.89
	Road Maint.	Vacant – PW	14.89
	Collection	Vacant – Recycling	14.89
HEO/Truck Driver	Road Maint.	Scott Brown	19.16
	Recycling	Ernest Coulombe	19.32
	Recycling	Gerard Gallant	19.32
	Road Maint.	John Soulia	21.16
Mechanic	Fleet	David Brady	17.95
	Fleet	Mario Desaulniers	21.81