

COLLECTIVE BARGAINING AGREEMENT

Teamsters Local 633 (Jaffrey DPW)

&

Town of Jaffrey, New Hampshire

January 1, 2024 – December 31, 2024

***Ratified by the Select Board under Resolution #2024-05 on January 22, 2024
Cost Items require ratification at the 2024 Town Meeting***

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PREAMBLE -

This agreement entered into by the Town of Jaffrey, New Hampshire, hereinafter referred to as the Town, and Teamsters Local 633, hereinafter referred to as the Union.

It is the purpose of this agreement to achieve and maintain harmonious relations between the Town and the Union, to provide for the equitable and peaceful adjustment of differences, which may arise, and to establish standards of wages, hours, and other conditions of employment.

ARTICLE 1 RECOGNITION

The Town hereby recognizes the Union as the exclusive bargaining agent for all permanent full-time employees of the Public Works Department (Highway, Parks & Commons, Sewer, Water and Solid Waste Facility) in accordance with PERLB Decision 2023-254 for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.

Excluded from this agreement are in addition to the positions of Superintendent of Highways & Facilities, Superintendent of Utilities (hereinafter referred to as Department Head) and Administrative Secretary of the Public Works Department, any part-time, seasonal or temporary employees.

The Town agrees to authorize a maximum of eight (8) hours off in any one calendar year, without loss of time or pay for Union members and their representatives to hold meetings to discuss and/or vote on any matter relating to this agreement. The Union shall notify the Town not less than 5 days in advance of such meetings. The Union agrees not to exceed a maximum of two (2) hours per meeting and a yearly total of eight (8) hours for this purpose.

Permanent Employee - for purposes of this Agreement, the term shall be taken to mean a fulltime employee working on a regular basis in a position of continuous employment. The use of the term "permanent employee" shall not in any way guarantee continuous employment for an employee or continuation of a job position.

ARTICLE 2 MANAGEMENT RIGHTS

A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Town shall maintain all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental, to its responsibility to manage the affairs of the Town or any part of the Town. The rights of employees in the bargaining unit and the Union herein are limited to those specifically set forth in this Agreement, and the Town retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.

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

1. To direct and supervise all operations, functions and policies of the Town in which the employees in the bargaining unit are employed.
2. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
3. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Town must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rules, existing or future not in conflict with the provisions of this agreement.
4. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
5. To assign and distribute work.
6. To assign shifts, workdays, hours of work, and work locations.
7. To determine the need for and the qualifications of new employees, transfers, and promotions.
8. To discipline, suspend, demote or discharge employees.
9. To determine the need for additional educational courses, training programs, on-the-job training, and to assign employees to such duties for periods to be determined by the Town.

C. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this Agreement.

ARTICLE 3 EMPLOYEE RIGHTS

A. 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.

B. 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.

- C. The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of age, sex, marital status, race, color, citizenship, national origin, religion, or disability. All such claims under this Section shall be processed through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

ARTICLE 4 DUES DEDUCTION

No Employee shall be required, as a condition of obtaining or retaining employment, to join or refrain from joining the Union. It is recognized that the negotiations for and administration of this Agreement entails expenses, which appropriately should be shared by all employees who are beneficiaries of this Agreement.

Upon receipt of an individually written authorization by a Union member covered by this Agreement and approved by the Union President, the Town agrees to deduct from the pay of each member so authorized the current Union dues as certified to the town by the Dues Secretary of the Union. Said deduction shall be made bi-weekly provided, however, that if any employee has no check coming or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said employee for that quarter.

The Town shall send the amount so deducted to the Teamsters Local 633 offices at 53 Goffstown Rd. Manchester, NH 03102 by the 20th of each month. Further, the Town agrees to deduct from the pay of the members voluntary D.R.I.V.E. contributions as certified to the County by Teamster Local 633 with prior authorization. Should there be a dispute between an employee and the Union over the matter of the deduction, the Union (and members) agrees to defend and hold the Town harmless in any such dispute.

ARTICLE 5 NO STRIKES

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out or slowdown or any job action or activity which interferes with the normal operation of the Town or the withholding of services to the Town of Jaffrey.

The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to above, and shall disavow any such activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article shall be subject to disciplinary action up to and including discharge.

ARTICLE 6 WORK RULES

The Town may prepare, issue and enforce work rules and safety regulations necessary for the safe, orderly and efficient operation of the Departments.

The Town shall provide to each employee and the Union, access to all current rules, regulations and directives relative to the department by which the employee is employed. When a new employee covered by this Agreement is hired, the employee will be provided copies of the above-mentioned rules, regulations and directives and/or made aware of the location of same.

ARTICLE 7 DISCIPLINARY PROCEDURES

Disciplinary action will be for just cause and will normally be taken in the following order:

- a) Verbal Warning
- b) Written Warning
- c) Suspension without Pay
- d) Discharge

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 any manner or form consistent with the efficiency of operations and appropriate to the infraction involved.

Violation of any of these rules is justification for disciplinary action including discharge. As a minimum, all employees are expected to adhere to rules, which include but are not limited to the following:

- a) Report for work at the designated time.
- b) Inform the department head of any inability to report for work promptly within one hour of their normal starting time.
- c) Report for emergency overtime work unless good cause is shown and approved by department head.
- d) Not leave the designated work location without authorization.
- e) Not be tardy or absent without permission.
- f) Not use, possess or be under the influence of any alcoholic beverage or controlled substance during normal working hours or any other time for which the employee is being compensated.

- g) Not sleep during assigned working hours.
- h) Perform assigned work duties satisfactorily, i.e., efficiently and expeditiously.
- i) Not be insubordinate.
- j) Conduct themselves in a courteous and respectable manner at all times.
- k) Exert due care for all Town property.
- l) Comply with all Town and departmental regulations.
- m) Obey all applicable Federal, State and local laws and ordinances.
- n) Shall not solicit or accept any gift gratuity, which could, in any manner, be construed to influence the performance of the employee's official duties.
- o) Will utilize work place safety devices and comply with applicable safety standards and procedures as provided by the Town or required by law.

All suspensions and discharges and the reasons for same must be stated in writing to the employee(s) and the Union at the time of the disciplinary action.

ARTICLE 8 GRIEVANCE PROCEDURES

- A. The purpose of this procedure is to provide an orderly method for the resolution of grievances. A determined effort shall be made to settle any such difference at the lowest possible level in the grievance procedure; and there shall be no suspension of work or interference with the operations of the Town.
- B. For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.
- C. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. The employee and/or the Union may submit the grievance to the next step in the procedure if the Town fails to reply within the specified time limits.
- D. An individual member of the bargaining unit may present an oral grievance to the Town without the intervention of the exclusive representative. Until a grievance is reduced to writing,

the Union shall be excluded from a hearing if the employee so requests; but any resolution of the grievance shall not be inconsistent with the terms of this Agreement.

E. For the purposes of this article only, a working day is any normal workday, other than town-recognized holidays, during a Monday through Friday workweek.

F. Steps in the Grievance Procedure:

Step 1: Any employee who has a grievance shall submit it first in writing on the prescribed form, to the employee's non-unit Supervisor. A written grievance must be filed within seven (7) working days of the event or the date on which the employee first became aware or should have been aware of the event. The grievance must: a) specify the person allegedly causing the grievance; b) the time and place of the action being grieved; c) the nature of the grievance; d) the language or section of this Agreement which has allegedly been violated or misapplied; e) the specific injury or loss which is claimed; f) the remedy sought. The Department Head shall hold a hearing within seven (7) working days of the receipt of the written grievance and shall render a decision within seven (7) working days following the date of the hearing.

Step 2: If the grievance is not resolved to the grievant's satisfaction at Step 1, a written appeal may be filed within seven (7) working days of the Step 1 decision, with the Town Manager. All documentation presented at Step 1, along with the Step 1 decision shall accompany the appeal to the Town Manager. The Town Manager shall hold a hearing within seven (7) working days of the receipt of the appeal from Step 1 and shall render a written decision within seven (7) working days thereafter.

Extension of time for the filing, hearing or the rendering of decisions may be extended by mutual consent of the Town and the aggrieved party. Time limits above shall automatically be extended in time increments equal to time in which the principals are unavailable to hear such appeals due to illness or vacation.

Step 3: If the decision of the Town Manager does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing that the Union notify the Town of such request within seven (7) working days following the issuance of the Step 2 decision. The following procedure shall be used to secure the services of an arbitrator.

The Union may file a request for arbitration to Tri-State Arbitration Association under its rules and regulations.

A) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this agreement. The arbitrator may award a "make whole" recommendation, but may apply no penalty assessments.

B) The decision of the arbitrator shall be final and binding on all parties involved.

- C) The cost of arbitration services, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be born equally by the parties. Any other expenses shall be paid by the party incurring the same.
- D) It is expressly understood that either party may initiate informal action with the other to resolve the grievance prior to going to Step 3. This may take the form of a pre-arbitration panel; the form and composition of which will be determined by mutual consent of both parties. The parties shall submit to each other and the arbitrator a list of all witnesses to be called in the event of an arbitration hearing no less than twenty-four (24) hours in advance of the scheduled hearing date. Should the Town for any reason decide to reconsider the grievance for any reason at the Step 3 level, the Union shall be available for the proceedings.

ARTICLE 9 SAFETY AND HEALTH

The Town shall have the right to make regulations governing the safety and health of its employees. Employees shall comply with all safety rules and regulations established by the Town. Representatives of the Town and the Union shall meet as needed at the request of either party to discuss such regulations and any other safety or health issues. The parties shall endeavor to provide and maintain safe-working conditions within mutually acknowledged safety limitations connected with the work the employee does.

The Town will provide each member of the bargaining unit an annual clothing reimbursement allowance of \$650, with those items which are considered to be safety items or not for general wear in public to be reimbursed at 100%; those items which are considered for general wear in public are subject to taxation by the IRS. The intent of this agreement is to provide a neat and clean appearance for the employees of the Town. The clothing allowance will be used to purchase and repair the articles of clothing set forth below:

Boots: Boots may be rubber bottom with leather tops, a good quality boot, ASTM 2413-11 certified and MUST have a safety toe.

Pants: Jeans will be black or blue in color. A poplin twill pant of the following color may be purchased: blue, black, brown, tan or gray. Short pants may be worn in the summer season (May – September) and color and style must be conform with the guideline for pants as outlined above.

Shirts: Shirts may be short or long sleeved and the color will complement the work pant. T-shirts may be worn and they shall also complement the work pant. Jaffrey DPW SHALL appear on the shirt. Shirts or t-shirts shall be worn during the normal working hours with Jaffrey DPW on them.

Other clothes that may be purchased:

Thermal Underwear

Turtlenecks

Undergarments

Sweaters
Quilted/Flannel Shirts
Thermal socks
Socks
T-shirts
Winter or summer hats
Insulated vest
Jackets

It is the understanding of the Town and the Union that the funds available for clothing reimbursement will be consistent with the above guidelines. An ANSI Class 3 vest (107-2010) will be supplied by the Town to all bargaining unit members and will be worn whenever appropriate. Routine wearing of high visibility bright florescent clothing in the work place is encouraged. ANSI class 2 or 3 shirts, sweatshirts, jackets, etc... may be worn in place of or addition to the Town supplied vest and are eligible for reimbursement under the clothing allowance provision.

ARTICLE 10 SENIORITY, APPOINTMENTS, PROMOTIONS & TRANSFERS

Accrual:

For purposes of vacations and other benefits, an employee's seniority shall be equal to the employee's years of service or employment with the Town in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified below.

Ability to Perform Work:

Ability to perform the job or work as used in this article means the employee is capable of performing the work of the job in a satisfactory manner subject to concurrence by the Department Head.

Termination of Seniority:

Seniority for all purposes shall be terminated for any of the following reasons:

- A. Voluntary Quit.
- B. Discharge for just cause.
- C. Failure to report for work in accordance with the provisions of a recall notice.
- D. Absence from work without proper notice to the Town as prescribed herein.

E. Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident after exhaustion of accrued sick leave.

F. Retirement.

Employees Entering Bargaining Unit:

All employees entering the bargaining unit covered by this Agreement from any other department of the Town will serve a probationary period of six (6) months and will be considered as new employees.

Seniority List:

The Town shall establish and post a seniority list once each year in January. The seniority list will contain both classification and department seniority for each eligible employee. The employee with the greatest seniority shall be listed first. Any objections to the seniority list, as posted or amended, must be reported to the Department Head within fourteen (14) calendar days from the date of posting or amendment or it shall stand as accepted and shall take full force and effect. The local Union representative (town employee) shall inform AFSCME of any changes in the seniority list.

Application of Seniority (layoff & recall):

The Town shall give notice to the Union at least thirty (30) days in advance prior to any lay-off. With respect to layoff and recall continuous service will be applicable providing the employee is capable of performing the work in a satisfactory manner. Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain his seniority for twelve (12) months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the Department Head within three (3) business days after receiving notice of recall of the employee's intention to return to work. The Town shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Department Head with the employee's latest mailing address. In any event, the employee must return to work within ten (10) calendar days of the receipt of a recall notice.

Appointments, Promotions and Transfers:

1. The Town reserves the right to make all appointments, promotions and transfers on the basis of qualifications and seniority. Qualifications being equal, seniority shall prevail.
2. Jobs to be filled through appointments, promotion or transfer shall be posted on department bulletin boards in which the vacancy occurs for a period of five (5) calendar days.

3. Whenever possible, promotions shall be made from the ranks of qualified regular employees on the basis of merit who are employed by the Department. Any employee who has applied for a position will be notified, in writing, of the selection decision within seven (7) working days.

4. Job posting shall include job specification (where applicable), rate of pay, job location, and also if it is a regular position.

5. The above procedure shall be followed in all department promotions and transfers for permanent employees.

6. An employee who is selected for promotion or transfer to a higher-level position shall be placed in an introductory status not to exceed thirty (30) days. During this time, the employee shall be periodically evaluated to determine if the employee is performing satisfactorily. If an employee is not found to be performing the higher level duties satisfactorily, then the employee shall be permitted to return to the employee's previous position, reduced in status to the same classification, pay grade, and/or pay step as the employee had previously held prior to the promotion for as long as the position remains vacant.

Non-Application of Seniority Rights within Classification:

Seniority does not give employees any preference for particular types of work within their job classification, department, places of work or equipment.

Probationary Period:

The first six (6) months of employment shall be considered a trial period to permit the Town to determine a new employee's fitness and adaptability for the work required. All persons in an initial probationary status are excluded from coverage of this agreement until the person becomes a permanent employee upon successful completion of the six (6) month probationary period. This article shall apply to all persons who are rehired after loss of seniority. In the event that the person gained the position as the result of a rehire, the employee shall be governed by the provisions of persons who are rehired after loss of seniority. During the initial probationary period, the probationary employee may be discharged at the sole discretion of the Town and neither the reason nor the discharge may be the subject of grievance.

Reduction of Hours:

Should the Town determine that it is necessary to reduce an employee's hours, the affected employee will receive written notice of this intended action thirty (30) days prior to the effective date of such action.

Employee Evaluations:

Each employee shall undergo an annual review process. An employee's performance and

achievements will be reviewed by the Superintendent of Highways & Facilities or the Superintendent of Utilities.

Employees shall not be evaluated in areas for which they have not been trained or are not requirements of the job.

After the employee's evaluation has been completed, the employee and the evaluator shall meet to discuss the evaluation. The employee shall have the opportunity to add their comments to the evaluation form before the end of the evaluation session.

The Town Manager is responsible to ensure the evaluation process has been administered fairly and equitably and shall review all evaluations.

Step increases are granted on the employee's anniversary of appointment to their current position. The Town and the Union agree that any step increases will not be in replacement of any cost of living adjustments offered by the Town.

ARTICLE 11 NORMAL WORKWEEK AND WORKDAY

- A. Except as provided elsewhere in this Agreement, the normal workweek shall consist of forty (40) hours per Departmental Calendar week and such additional time as may, from time to time, be required in the judgment of the Town to serve the citizens of the Town. The normal workweek shall consist of five (5) eight (8) hour workdays in a Departmental Calendar week which may be interrupted by unpaid lunch periods.
- B. Department rules shall establish the normal work week and work shifts. An employee's regular work week or shifts and regular days off shall not be changed to avoid the payment of overtime with the exception of employees assigned to hydrant flushing. The Town may alter the regular work schedule of employees assigned to the biannual hydrant flushing so that the employees are performing the work during a temporarily established straight time work schedule. Employees working an altered work schedule to perform hydrant flushing duties shall receive two dollars (\$2.00) per hour in addition to the employees' regular straight time hourly pay for all hours worked on the altered schedule.
- C. Water and Wastewater employees assigned to weekend duty shall receive additional compensation of forty dollars (\$40.00) for each weekend day (Saturday and Sunday) worked. Said forty dollars (\$40.00) shall be in compensation for required work up to four (4) hours on a weekend day. Employees assigned weekend duty shall work their normal workweek (Monday - Friday) with hours adjusted to include up to four (4) hours worked on Saturday and Sunday as part of the employee's normal forty (40) hour workweek. Hours worked in addition to four (4) hours on Saturday and/or Sunday shall be subject to the overtime provisions of Article 12.
- D. There shall be one (1) paid twenty (20) minute morning break. Breaks shall be taken on or off the job site and at a time as determined by the Department Head in accordance with department

project requirements. An unpaid lunch break will normally be taken from 12:00 noon to 12:30 p.m., department project requirements permitting. Any employee will be allowed to leave the job site at break time to clean up if the employee has been working in a contaminated substance. No additional time will be added to the break time to clean up.

ARTICLE 12 OVERTIME

Hours of work beyond the employee's normal workday of eight (8) hours, or workweek of forty (40) hours shall be considered as overtime. Overtime shall be based on actual hours worked, including worker's compensation, vacation, military leave, bereavement leave and holidays. Sick time shall not be considered as hours worked for purposes of overtime calculation.

Overtime shall be paid at one and one half the employee's regular straight time rate of pay, except on Sundays when employees shall receive overtime at double their regular straight time pay. Extra work in a period of overtime should be equalized among the employees engaged in similar work, as far as practicable.

ARTICLE 13 CALL PAY

Permanent employees who are called back to work after the conclusion of their regular work day or during their scheduled day off, shall be paid a minimum of four (4) hours of service at the employee's current rate of pay. If the need for services is less than four (4) hours, the employee will be guaranteed four (4) hours pay. If the employee is required to be called back more than once during a single four (4) hour period, the employee shall only be compensated for one call back period.

This section does not apply to scheduled overtime, work time annexed to the beginning of the work shift, or to holdover work time annexed to the end of the work shift.

Employees placed in the status of being "On Call" shall remain available to be called into work for any purpose as determined by the Department Head. Those employees placed in an "On call" status shall be provided with a town issued duty cell phone and are free to move about provided they can report to the Town Highway garages within thirty (30) minutes of receiving a call. Employees who are placed "On Call" shall receive one hundred dollars (\$100) per week beginning January 1, 2024. For the purpose of this article, "On Call" periods shall include all non-work hours during any given week commencing Monday at the end of the work day (3:30 pm) through the following Monday until 7:00 am. When a holiday falls on a Monday, the duty period will be extended to 7:00 am the Tuesday immediately following the Monday holiday.

Water Division employees who are "On Call" in addition to the above pay, shall receive an additional forty dollars (\$40) for each Saturday and Sunday of "On Call." Additionally, those members who work 7:00 am to 11:00 am each Saturday and Sunday, shall receive eight (8) hours of compensatory time in lieu of taking overtime for these hours worked.

If an employee who is on call does not respond to a call, the employee shall forfeit the on-call pay for that week.

ARTICLE 14 WORKING ABOVE CLASSIFICATION

When an employee covered by this Agreement is assigned to work at a job classification for wages higher than the employee's regular job for more than four (4) hours, the employee's wages in that classification shall be the same as if the employee had been promoted to that classification for those hours worked. This Section is not applicable to emergency situations. This Section is subject to the Grievance Procedure.

It must be understood that members receiving on-the-job training, in order to become qualified to perform competently in an out-of-title classification, shall not be eligible for out-of-title pay until declared as such or assigned to work as such by Management. Without this, the ability of both the Town to develop its employees and individual members to develop themselves would be greatly impaired.

On Call employees called in to work and called upon to work in a higher classification, will receive the higher overtime rate in that classification for the number of hours performing that work.

ARTICLE 15 WAGES

| <u>Classification</u> | <u>Grade</u> | | |
|--|--------------|-------|------|
| Laborer | II | | |
| Utility Support Laborer/Operator in Training | VI | | |
| Truck Driver I (0 -24 months) | VIII | Steps | 1-4 |
| Truck Driver II(25-60 months) | VIII | Steps | 5-7 |
| Truck Driver III (61+ months) | VIII | Steps | 8-10 |
| Truck Driver/Equip Operator | X | | |
| Building Maintenance | X | | |
| Equipment Operator | XI | | |
| Mechanic | XII | | |
| Working Foreman (Solid Waste) | VI | | |
| Waste Water Plant Operator I | X | | |
| Waste Water Division Foreman | XV | | |
| Water Works Operator I | X | | |
| Water Works Division Foreman | XV | | |
| Solid Waste Facility Operator | IV | | |

Wage increases will be as follows for the term of this contract:

Effective January 1, 2024, the DPW wages scale shall be adjusted as outlined in Appendix A. Employees shall be placed on the new scale so as to receive at least a three percent (3%) increase, as outlined in Appendix A.

Employees will be granted step increases annually on their date of promotion in classification.

For employees hired after 1/1/98, the step where an employee is placed within these grades will be determined by the Town Manager based upon the newly hired employee's experience, skills and education.

Upon successful completion of the probationary period, the employee shall receive a minimum of a one (1) step wage increase.

ARTICLE 16 HOLIDAYS

All permanent full-time employees covered by this agreement shall be paid for the following named holidays:

| | |
|---|---|
| New Year's Day (Jan 1st) | Martin Luther King, Jr. Day (3 rd Mon/Jan) |
| Presidents Day (3 rd Mon/Feb) | Memorial Day (Last Mon/May) |
| Independence Day (Jul 4th) | Labor Day (1st Mon/Sep) |
| Veterans Day (Nov 11th) | Thanksgiving Day (4th Thu/Nov) |
| Friday after Thanksgiving (4 th Fri/Nov) | Christmas Day (Dec 25th) |

In addition to the above listed holidays, employees will be paid for two "Floater Holidays". One of those days will be earned on January 1st and the other will be earned on July 1st. If the "floaters" are not used by December 31st of any given year they will be forfeited.

Employees shall be eligible for holiday pay for the dates noted above which shall be computed at the employee's regular straight time hourly rate for the number of hours for which they are normally scheduled to work up to a maximum of eight (8) hours. Employees called in to work on a holiday will be paid for a minimum of two (2) hours at the rate of double their straight time rate of pay. This pay will be in addition to employee's normal holiday pay.

If and when a bonus holiday (a day off not included in the above list) is declared by the Town, employees shall receive the day off. However, in the event employees are called in to work on a bonus holiday, overtime shall be calculated as described under Article 12.

Employees shall agree to maintain a work schedule to allow the Transfer Station to be kept open before/during/after a holiday (with the exception of New Year's Day, 4th of July, Thanksgiving Day and Christmas Day) in order to retain its normal schedule. Employees who agree to work on these days (day before/during/after a holiday in order to keep the Transfer Station open) shall receive time off at the rate of one and one-half hours for each hour worked on these days. The time off earned shall be utilized in the year it is earned, unless otherwise authorized by the Town Manager. No overtime will be paid by the Town to an employee under these circumstances unless an employee works more than 8 hours as provided under Article 12. In that event, the employee would receive overtime pay at a double time rate. Overtime pay would be only for the hours worked over 8.

For Transfer Station employees where Monday is a scheduled day off, Monday holidays not worked may either be paid or converted to compensatory time off. For actual hours worked in excess of forty (40) in a week with a Monday holiday, the time off shall be calculated in accordance with Article 12 at a rate of one and one half the rate of pay. Compensatory time off shall be utilized or paid out to the employee prior to December 31st of the year it is earned. With Town Manager approval and in lieu of payout, compensatory time may be carried into the next year to be utilized by June 30th.

ARTICLE 17 VACATIONS

Permanent full-time employees shall accrue and be allowed to use paid vacation time in accordance with the following schedule:

Vacation Accrual Table

| | |
|-------------------------------|---|
| Initial eligibility: | 7 days (56 hours), accrued at the rate of 4.6667 hours/month |
| 1 st anniversary: | 10 days, (80 hours) accrued at the rate of 6.6667 hours/month |
| 3 rd anniversary: | 12 days, (96 hours) accrued at the rate of 8.0 hours/month |
| 5 th anniversary: | 15 days, (120 hours) accrued at the rate of 10.0 hours/month |
| 10 th anniversary: | 20 days, (160 hours) accrued at the rate of 13.3333 hours/month |
| 15 th anniversary: | 22 days, (176 hours) accrued at the rate of 14.6667 hours/month |
| 20 th anniversary: | 25 days, (200 hours) accrued at the rate of 16.6667 hours/month |

Probationary employees may accrue vacation leave according to the schedule above. Probationary employees will not be permitted to use their accrued vacation leave during the first six (6) months of employment.

Annual vacation leave may be taken at one time or several days at a time with the consent of the Department Head. Employees may carry over up to a maximum of one and one-half (1 ½) their annual accumulation.

Vacation Procedure - The Department Head will determine the annual vacation schedule taking into consideration the best interest of the town and the particular needs of the Department as well as the desires of the individual employee.

Vacation schedules will be the responsibility of the Department Head. Employees must make written application to the Department Head for vacation time off. Requests should specify first, second and third choices. In the event that more employees apply for the same period of time off

than can be spared, seniority shall prevail. Each employee shall be given a written response to his/her leave request. Approved vacation time off will not thereafter be canceled or changed without the mutual consent of the Town and the employee.

Upon termination of employment with the Town, the employee shall receive full compensation for all unused accumulated annual leave. Said leave shall be paid at the employee's regular straight time base rate of pay at the time of termination. In the event of an employee's death, any unused vacation shall be paid to that employee's estate.

Annual Vacation Buyout: Employees may request, during the first week in November, payment for accumulated vacation time in eight (8) hour increments at the employee's base rate of pay for each hour requested. Employees shall maintain a vacation accumulation of forty (40) hours to be eligible for the buyout option. Payment shall be made in the first paycheck in December annually.

ARTICLE 18 SICK LEAVE

Sick leave is considered to be an emergency fringe benefit used only as needed. All permanent employees shall accrue sick leave at the rate equivalent to one day per month for each completed month of service from the date of probationary appointment. For the purpose of this section, one day shall equal eight (8) hours. Employees hired after the 20th of the month will not accrue sick leave for that month. Sick leave may accrue to a maximum of 480 hours. In 2022, sick leave may accrue to a maximum of 560 hours, of which, only 480 hours may be used for retirement payments as stipulated below.

Employees shall be entitled to sick leave from the date of probationary appointment. Time lost by reason of leave of absence without pay, or time otherwise not paid for shall not be considered in computing earned allowances of leave.

In order to be paid for sick leave an employee must notify the Department Head of the employee's absence within one (1) hour prior to normal office hours, unless physically unable. Failure to do so will result in the forfeiture of sick leave pay.

Illness for which sick leave is granted is defined as actual personal illness or bodily injury. Sick Leave may be used for the purpose of medical or dental appointments by employees and to bring dependents of the employees to such appointments. Sick leave may also be taken by an employee to provide care for an immediate family member as defined in Article 20. The Town reserves the right to request a doctor's statement for any time lost due to illness (if less than three (3) days, the Town will pay any fees incurred in acquiring a doctor's note).

An employee returning from sick leave, which exceeds three (3) consecutive work days, must provide a doctor's statement certifying that the employee's health is good enough to return to the employee's normal duties.

As an employee with the Town of Jaffrey subject to the provisions of this Agreement and upon the employee's formal retirement through application to the NH Retirement System, which the employee shall demonstrate to the Town, the Town shall make payment to the employee in the employee's final pay period an amount equal to the following:

50% of the employee's sick leave balance, up to a maximum of 480 hours, at the employee's current base rate of pay upon completion of ten consecutive years of employment; or
75% of the employee's sick leave balance, up to a maximum of 480 hours, at the employee's current base rate of pay upon completion of twenty consecutive years of employment.

It is agreed that there are times when employees who have exhausted their own sick leave may need additional time away from work to return to health. To promote this belief the parties agree to establish a Sick Leave Bank.

Once the donation is made, it becomes part of the bank and the employee is no longer able to use those hours, unless he/she is eligible to get them from the bank. To be eligible to the following conditions must be satisfied:

- a. The employee is suffering from a serious health condition as defined under the Family Medical Leave Act.
- b. The employee has exhausted all their accrued leave and has previously contributed time to the bank.
- c. The employee has provided a doctor's certification of the medical condition for which the leave is being requested to the Sick Leave Bank Committee.

The Sick Leave Bank Committee shall consist of a union member, a member of management, and neutral third-party volunteer, who is selected by the town and the union. Upon review of the employee's request, the Sick Leave Bank Committee shall determine eligibility as well as how much leave will be donated to the employee.

- d. The qualified employee may use up to 30 days of leave per calendar year during the length of the agreement. However, if the need for more time arises; the Sick Leave Bank Committee may authorize additional time if it is available.
- e. Donations of sick leave to this bank may be asked of employees if another employee is suffering from a serious health condition and the sick leave bank has less than ten (10) or fewer days. Donations of sick time to the Sick Leave Bank shall be voluntary.
- f. The Town and Union shall keep duplicate records for all time donated to the bank as well as time used.

- g. Donation of up to 16 hours of time to the sick bank in a calendar year will not be construed as use of sick time for calculation of "Bonus Day" for 6 months unused sick time.
- h. Any employee deciding to participate in the Sick Leave Bank shall donate an amount as determined by the union.

The Town will provide worker's compensation coverage for all employees covered by this Agreement as prescribed by State Statute. Only injury leave, which is paid by the Town, will be deducted from the employees' sick leave. All leave charged to workers compensation will not be charged to sick leave.

Employees who do not use sick leave during a six-month period (January 1 - June 30 and July 1 - December 31) will earn a "bonus day"(added to vacation accrual), which will be taken, with the Department Head's approval, in the six-month period immediately following the period in which it was earned.

ARTICLE 19 MILITARY LEAVE ANNUAL TRAINING

An employee with one or more year's seniority who is called to and performs short term active duty including annual active duty for training as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided herein for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence.

In order to receive payment under this paragraph an employee must give the Town prior notice of such military duty and upon the employee's return to work, furnish the Town with a statement of the military pay received for performing such duty. Payment is limited to a maximum of ten (10) working days in a calendar year and will amount to the difference between the employees' straight time rate for an eight (8) hour day and that received for the same period as military compensation. Military leave shall not be deducted from annual vacation.

ARTICLE 20 BEREAVEMENT LEAVE

Bereavement leave with pay shall be granted when a death occurs in a permanent full-time employee's immediate family (spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grand child, step-parent, or a blood relative or ward residing in the same house). Such leave will be granted up to a period of five (5) consecutive work days.

Special leave of one (1) working day with pay shall be granted to employees for the purpose of attending the funeral in the event of the death of the employee's or employee's spouse's aunt or uncle.

Extenuating circumstances may allow for granting of five (5) additional days at the discretion of

the Department Head. Said days are to be charged to the employee's sick leave accrual.

ARTICLE 21 RETIREMENT

The Town participates in the New Hampshire Retirement System (NHRS). All employees hired after 10/1/2004 are required to participate in the NHRS. Employees hired before that date have the option to join the NHRS at any time. If an employee chooses not to join, the Town will pay, in lieu of their retirement benefit, the current employer contribution as mandated by the NHRS, to the employee in the form of a weekly stipend. Any employee has the option to participate in the ICMA-RC 457 plan as offered through the Town. The Town does not provide any additional benefit beyond the employer's contribution to the NHRS for those who participate in it, or the payment in lieu of the employer's contribution paid directly to the employee.

ARTICLE 22 HEALTH INSURANCE

A. The Town shall afford all permanent full-time employees covered by this agreement, participation in the Town's health insurance plan. The plan will be provided with a deductible and coinsurance with the Town paying according to the following schedule:

- Yellow Plan with Choice - 80% of the premium on for a single, double or family plan and the employee paying the remaining 20%.
- Yellow Plan - 85% of the premium on for a single, double or family plan and the employee paying the remaining 15%.
- Orange Plan - 90% of the premium on for a single, double or family plan and the employee paying the remaining 10%.

B. The Town shall provide an Eye Care Benefit to all eligible employees based on the following:

1. Employees enrolled in the single person health insurance plan up to \$300 for eye care;
2. Employees enrolled in the 2-person health insurance plan up to \$400 for eye care;
3. Employees enrolled in the family health insurance plan up to \$600 for eye care.
4. Employees who opt out of the Town's health insurance plans shall be enrolled at the same level of opt-out insurance for the above-referenced eye care benefit. If an employee's glasses are damaged or destroyed while performing duties for the Town, the Town shall cover the cost of repair or replacement of the employee's glasses.
5. Employees who require prescription safety glasses to perform their duties shall have those glasses paid for by the Town. In this instance the employee is not eligible for this benefit but his family continues its eligibility.

ARTICLE 23 DENTAL INSURANCE

The Town shall afford all permanent full-time employees covered by this agreement participation in the Town's dental insurance plan. The plan, offered through the HealthTrustNH, and Northeast Delta Dental, will be provided to the employee only with 100% of the premium paid, and 50% paid by the Town of any dependent premium. As provided by the Health Insurance Trust and Delta Dental, the plan will be Option I, and is detailed in Appendix B of this agreement.

ARTICLE 24 LIFE INSURANCE

The Town shall continue to provide a Life Insurance policy based upon the employee's current annual income for all employees covered by this Agreement. In addition, the employee may have the option to buy additional Life Insurance provided by the Town, up to three (3) times the current value. Premiums for additional coverage will be the responsibility of the employee and may be deducted from their weekly pay.

ARTICLE 25 EDUCATION INCENTIVE

The Town of Jaffrey will provide to all permanent full-time employees covered by this agreement 100% tuition reimbursement for college level course work (accredited) or required certification programs (Town/State), subject to availability in the annual operating budget. In order to qualify for this benefit, the course material/subject must be related to the employee's specific (public works) field or in some way enhance the employee's job skills. An employee, who wishes to obtain tuition incentive reimbursements, must submit course outlines to the Department Head and Town Manager for approval prior to their participation in the program.

Upon the satisfactory completion of the course, the employee shall submit evidence of attaining a passing grade of "C" or better for course work or the successful completion of certificate programs, along with a paid receipt for course tuition. If the employee voluntarily separates from the Town within one year of course completion, the employee shall reimburse the Town 100% of the tuition reimbursement received.

ARTICLE 26 ALCOHOLIC BEVERAGES & CONTROLLED SUBSTANCES

No employee, while receiving compensation from the Town of Jaffrey (including all work hours, breaks, meal hours, or while serving "on call" duty) shall consume or otherwise be under the influence of alcohol or any controlled substances. Upon reasonable suspicion that an employee is under the influence of alcohol or a controlled substance, the employee shall submit to drug and alcohol testing. Employees violating this article will be terminated.

ARTICLE 27 JURY DUTY

An employee who has completed the employee's probationary period who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the town an amount to the difference between the amount of wages the employee otherwise would have earned by working during straight-time hours for the Town on that day and the daily jury duty fee paid by the Court or agency (not including travel allowances or reimbursement of expenses), for each day on which the employee otherwise would have been scheduled to work for the Town.

In order to receive payment, an employee must give the Town prior notice that the employee has been summoned for jury duty and must furnish satisfactory evidence that he reported to or performed jury duty on the days for which he claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE 28 BULLETIN BOARDS

The Town shall provide space for five (5) bulletin boards (one in each division) for the posting of notices of the Town addressed to the employees and notices of the Union addressed to the members.

ARTICLE 29 SEPARABILITY

In the event any provision of this agreement in whole or in part is declared illegal, void, or invalid by any Court of competent jurisdiction, or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in force and effect to the same extent as if that provision had never been incorporated in this agreement and in such event this Agreement shall continue to be binding upon the parties herein.

ARTICLE 30 ENTIRE AGREEMENT

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 duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such contemplation may have existed of either or both parties at the time they negotiated or signed the Agreement. This Agreement may only be amended during its term by the written mutual consent of both parties.

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding

executed concurrently (or after) with the Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

ARTICLE 31 LABOR MANAGEMENT COMMITTEE

A Committee composed of three (3) members of the Union and three (3) representatives from the Town shall be formed to discuss mutual concerns of the parties. The Committee shall meet not later than ten (10) working days following a written request by the Chairperson of either side, accompanied by a proposed agenda, made to the Chairperson of the other side. Results from such Labor/Management discussions shall be advisory only and subject to ratification by both parties prior to implementation.

No reprisals shall be taken by either side against any individuals for statements made at such meetings.

ARTICLE 32 DURATION

This Agreement shall be in full force and effect from January 1, 2024 through December 31, 2024. If either part wishes to negotiate a successor agreement, they will provide written notice to the other by April 1, 2024.

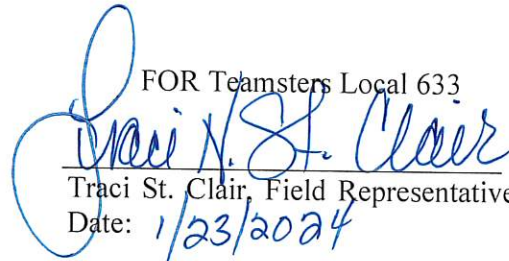
FOR Town of Jaffrey



Ron R. Frederick, Town Manager

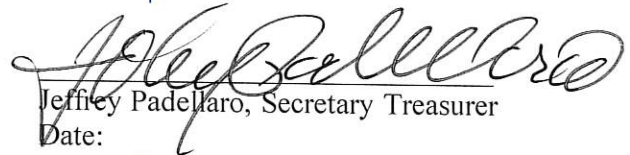
Date: 1/23/2024

FOR Teamsters Local 633



Traci St. Clair, Field Representative

Date: 1/23/2024



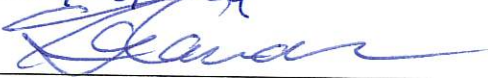
Jeffrey Padellaro, Secretary Treasurer

Date:



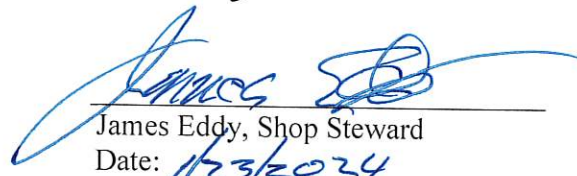
Todd Créteau, Supt. of Highways & Facilities

Date: 1/23/2024



Tony Cavaliere, Supt. of Utilities

Date: 01/23/2024



James Eddy, Shop Steward

Date: 1/23/2024



Andrew Baranowski, Assistant Shop Steward

Date: 1/23/2024

Appendix A
Wages & Grade Categories

Appendix A

| Labor Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2-Laborer | \$16.94 | \$17.45 | \$17.97 | \$18.51 | \$19.07 | \$19.64 | \$20.23 | \$20.84 | \$21.47 | \$22.11 |
| 4-Transfer Station Attendant | \$18.69 | \$19.25 | \$19.83 | \$20.42 | \$21.03 | \$21.66 | \$22.31 | \$22.98 | \$23.67 | \$24.38 |
| 6-Transfer Station Super | \$20.18 | \$20.79 | \$21.41 | \$22.05 | \$22.71 | \$23.39 | \$24.09 | \$24.81 | \$25.55 | \$26.32 |
| 8-Truck Driver | \$22.73 | \$23.41 | \$24.11 | \$24.83 | \$25.57 | \$26.33 | \$27.12 | \$27.93 | \$28.77 | \$29.63 |
| 10-Waste Water and Water Operator 1 Truck Driver/Equipment Operator | \$25.00 | \$25.75 | \$26.52 | \$27.32 | \$28.14 | \$28.98 | \$28.85 | \$30.75 | \$31.67 | \$32.62 |
| 11-Heavy Equipment Operator | \$26.27 | \$27.06 | \$27.87 | \$28.71 | \$29.57 | \$30.46 | \$31.37 | \$32.31 | \$33.28 | \$34.28 |
| 12-Mechanic | \$27.59 | \$28.42 | \$29.27 | \$30.15 | \$31.05 | \$31.98 | \$32.94 | \$33.93 | \$34.95 | \$36.00 |
| 15-Water Operator 2 | \$31.98 | \$32.94 | \$33.93 | \$34.95 | \$36.00 | \$37.08 | \$38.19 | \$39.34 | \$40.52 | \$41.74 |

*Remove steps 1-4

*Create uniform 3% increase between steps

*Add new steps 7-10 at end of scale (3% between steps)

| DEPT | Employee | | CURRENT POSITION | | | NEXT POSITION | | |
|---------|----------|--------------------|------------------|------------|---------|---------------|-----------|----------|
| | Number | NAME | Date | Grade/Step | Rate | Date Increase | Grade/Ste | Rate |
| Hwy | 3039 | Bogoslofski Joseph | 2/1/2023 | 8-2 | \$23.41 | 2/1/2024 | 8-3 | \$ 24.11 |
| Hwy | 3026 | Duquette Gary | 1/13/2023 | 11-2 | \$27.07 | 1/13/2024 | 11-3 | \$27.93 |
| Hwy | 3020 | Eddy James | 11/4/2023 | 11-6 | \$30.48 | 11/4/2024 | 11-7 | \$31.39 |
| Hwy | 3031 | Ellis Nick | 1/1/2024 | 10-1 | \$25.00 | 1/1/2025 | 10-2 | \$25.80 |
| Hwy | 3029 | Gerry Timothy | 10/22/2023 | 12-6 | \$32.02 | 10/22/2024 | 12-7 | \$32.98 |
| Hwy | 3700 | Hanson Bruce | 1/9/2023 | 4-6 | \$21.69 | 1/9/2024 | 4-7 | \$22.34 |
| Hwy | 3024 | Hruska Steve | 12/18/2023 | 11-1 | \$26.27 | 12/18/2024 | 11-2 | \$27.07 |
| Hwy | 3041 | Marsh Shawn | 8/13/2023 | 6-3 | \$21.42 | 8/13/2024 | 6-4 | \$22.07 |
| Utility | 6004 | Baranowski Andrew | 1/1/2023 | 15-4 | \$34.96 | 1/1/2024 | 15-5 | \$35.98 |
| Utility | 3033 | Griffiths David | 6/1/2023 | 10-1 | \$25.00 | 6/1/2024 | 10-3 | \$26.56 |

Appendix B
Dental Insurance



Member Group Coverage Confirmation Transmittal

Town of Jaffrey ("Member")

Member hereby elects the following HealthTrust, Inc. ("HealthTrust") coverage(s):

Dental Coverage and Rates

January 2024 Dental Renewal

The following monthly rates shall apply from January 1, 2024 through December 31, 2024

Rating Renewal January

Probationary Period OM

| Benefit Option(s) | Single | 2-Person | Family |
|-------------------|---------|----------|----------|
| OPTION 1 | \$45.95 | \$98.95 | \$161.85 |

Monthly rates and continued Member Group coverage are subject to applicable HealthTrust minimum participation requirements including, without limitation:
 1) at least 75 % participation of Eligible Employees who do not otherwise have group dental coverage; and
 2) Employees who elect to cover dependents must enroll all of their Eligible Dependents (other than dependent children age 19 and over) who do not otherwise have group dental coverage.

BENEFIT SCHEDULE

| Benefit Option(s) | Coverage A | Coverage B | Coverage C | Plan Year Maximum | Coverage D | Coverage D Maximum | Deductible |
|-------------------|------------|------------|------------|-------------------|------------|--------------------|------------|
| OPTION 1 | 100% | 80% | 50% | \$1,000 | 50% | \$1,000 | \$250/75 |

PROBATIONARY PERIOD EXCEPTIONS

None

SPECIAL NOTES

None

Appendix C
Health Insurance

Monthly Effective Rates – July 1, 2023 through June 30, 2024

| CONSUMER DRIVEN PLAN | Single | Two-Person | Family | % Increase |
|---|---------------|-------------------|---------------|-------------------|
| Yellow Open Access <u>with</u> Choice Fund | \$1,122.50 | \$2,245.00 | \$3,031.00 | 7.2% |
| Yellow Open Access <u>No</u> Choice Fund | \$984.00 | \$1,968.00 | \$2,657.00 | 7.2% |
| Orange Open Access | \$866.00 | \$1,732.00 | \$2,338.00 | 7.2% |

Monthly Effective Rates – July 1, 2024 through June 30, 2025

| CONSUMER DRIVEN PLAN | Single | Two-Person | Family | % Increase |
|---|---------------|-------------------|---------------|-------------------|
| Yellow Open Access <u>with</u> Choice Fund | \$1,140.00 | \$2,280.00 | \$3,078.00 | 7.9% |
| Yellow Open Access <u>No</u> Choice Fund | \$999.00 | \$1,998.00 | \$2,697.50 | 7.9% |
| Orange Open Access | \$879.50 | \$1,759.00 | \$2,374.50 | 7.9% |

Appendix D

SICK LEAVE BANK REQUEST FORM

SICK LEAVE BANK REQUEST FORM

I, _____ REQUEST THAT I BE ALLOWED TO USE _____ DAYS FROM THE SICK LEAVE BANK. I HAVE INCLUDED A NOTE FROM MY DOCTOR INDICATING THE NEED FOR THE TIME REQUESTED.

I HAVE ALSO CHECKED WITH THE TOWN AND I HAVE ALREADY EXHAUSTED ALL MY ACCRUED LEAVE.

DATE

NAME