

COLLECTIVE BARGAINING AGREEMENT

AFSCME Council 93 Local 1348
Town of Littleton Support Staff

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The Town of Littleton

Effective Dates: April 1, 2024 – March 31, 2027



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PREAMBLE

This Agreement entered into by the Town of Littleton, hereinafter referred to as the Town, and Local No. 1348 of the American Federation of State, County and Municipal Employees, 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 equitable and peaceful adjustment of differences that may arise, and to establish standards of wages, hours, and other conditions of employment.

ARTICLE 1 – RECOGNITION, DEFINITIONS AND NEGOTIATIONS PROCEDURE

1.1 Recognition

The Town recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, and conditions of employment, for all full-time employees in the following classifications as certified by the PELRB in Case G-0319-1 and as subsequently amended by the parties.

Unit: Administrative Assistant – Fire, Administrative Assistant – Police, Accounts Payable/Accounts Receivable Clerk, Assistant Town Clerk, Building Maintenance Manager/Wastewater Technician, Opera House Manager & Cultural Arts Coordinator, Parks Groundskeeper, Parks Program Coordinator, Parks Superintendent, and Planning & Zoning Administrator.

Excluded: Town Manager, Town Clerk, Finance Director, Human Resources Director, Parks & Recreation Director, Police Chief, Deputy Chief – Police, Fire Chief, Deputy/Assistant Chief – Fire, Administrative Assistant – Town Manager, Welfare Director, Tax Collector; and all confidential employees, persons in a probationary or temporary status, employed seasonally, part-time, irregularly, or on-call; and all other employees of the Littleton Town government.

The classifications and job titles used above is for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Town.

1.2 Definitions.

Unless otherwise specified, the following terms mean the following in this Agreement:

- 1.2.1 “Bargaining Unit” or “Unit” or “the Union” means the Town of Littleton Support Staff described in Section 1.1.
- 1.2.2 “Employee” means an employee in a position in this bargaining unit.
- 1.2.3 “Parties” means the Town and this bargaining unit.

- 1.2.4 "Full-Time Employee" means an employee who is regularly scheduled to work 35 or more hours per week.
- 1.2.5 "Regular Part-Time Employee" means an employee who is regularly scheduled to work less at least 30 hours per week, but less than 35 hours per week.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains 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 Employer or any part of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all prerogative, functions, and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.
- 2.2 Without limitation, but by way of illustration, the exclusive prerogatives functions, and rights of the employer shall include the following:
- 2.2.1 To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed.
- 2.2.2 To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
- 2.2.3 To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
- 2.2.4 To establish, revise, and implement standards for hiring, classification, subclassification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rule, existing or future.
- 2.2.5 To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- 2.2.6 To assign and distribute work.
- 2.2.7 To assign shifts, workdays, hours of work, work locations.
- 2.2.8 To determine the need for and the qualifications of new employees, transfers, and



promotions.

2.2.9 To discipline, suspend, demote or discharge an employee.

2.2.10 To determine the need for additional educational courses, training programs, on-the-job training and cross training, and to assign employees to such duties for periods to be determined by the Employer.

2.2.11 To make promotions and transfers.

2.3 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 - MAINTENANCE OF MEMBERSHIP & DUES DEDUCTION

3.1 Each member of the bargaining unit who, on the effective date of this agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union during the duration of this agreement; provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Union any time.

3.2 Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Town harmless in any such dispute.

3.3 Upon receipt of an individually written authorization by a bargaining unit member covered by this contract and approved by the Union Chapter Chair, the Town agrees to deduct from the pay of each bargaining unit member so authorized the current union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made from bi-weekly pay checks provided, however, that if any employee has no check coming to him/her, 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 month. The Town shall send the amount so deducted to the Treasurer of the Union. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

3.4 No dues will be assessed for any employee during the initial probationary period.

ARTICLE 4 - NO STRIKE

4.1 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 with-holding of services to the Town of Littleton.

4.2 The Union agrees that neither it, nor any of its officers or agents will call, institute, authorize,



participate in, sanction or ratify any activity referred to in Section 4.1 above.

- 4.3 In the event of a work stoppage or any other curtailment by the Union or the Employees covered hereunder, the Union, by its officer and agents, shall immediately declare such work stoppage or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and return to work. Copies of such written notices shall be immediately furnished to the Town, The union shall do everything in its power to obtain the return to work from said employees.
- 4.4 In the event of any activity referred to in Section 4.1 above, any employee(s) participating in same shall be subject to disciplinary action, up to and including immediate dismissal.

**ARTICLE 5 – SENIORITY, REDUCTIONS IN FORCE, PROMOTIONS
AND PROBATIONARY PERIOD**

5.1 Accrual

For purposes of promotion, leave time, and other benefits, an employee's seniority shall be equal to his/her 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 in Section 5.3 below.

5.2 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.

5.3 Termination of Seniority.

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

- Voluntary quit
- Discharge for discipline in accordance with Article 7
- Failure to report for work in accordance with the provisions of a recall notice

5.4 Seniority List

The Town shall establish and post a seniority list once each year in January. The seniority list will contain classification seniority for each eligible employee. The employee with the greatest seniority shall be listed first. Any objections to the seniority list, as posted amended, must be reported to the Director of Human Resources 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.

5.5. Application of Seniority (reduction in force, recall)

The decision to reduce force in a classification shall be at the discretion of the Town Manager and shall not be subject to the grievance process. The employees in the classification being



reduced who have the least seniority in that classification will be laid off first, providing the employee(s) not laid off from the classification hold all required certifications for and are capable of satisfactorily performing all the work in that classification. Employees shall be recalled in the reverse order in which they were laid off from the classification, but such recall rights shall be limited to 12 months from the effective date of their layoff. 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 his intention to return to work. The Town shall be deemed to have fulfilled its obligations 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 his/her latest mailing address. In any event the employee must return to work within two (2) weeks of the date specified.

5.6 Promotions and Transfers

- 5.6.1 Jobs in the bargaining unit to be filled through promotion shall be posted on the bulletin board in each department for a period of five (5) working days.
- 5.6.2 Wherever possible, promotions to positions in this bargaining unit shall be made from the ranks of qualified regular employees.
- 5.6.3 Job posting shall include job specifications (where available), rate of pay, job location, and also if it is a permanent job with rating.
- 5.6.4 The above procedure shall be followed in all permanent promotions and transfers.
- 5.6.5 An employee who meets the minimum qualifications and is promoted to a higher level shall be placed in a "promotional probationary status" not to exceed six (6) months in the higher position.
- 5.6.6 When an employee is promoted to a non-union position, management or the employee can choose to return the employee to the Union position without a loss of seniority for a period of up to six months following the promotion.

5.7 Non-Application of Seniority Rights Within Classifications

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

5.8 New Hire Probationary Period

- 5.8.1 Personnel appointed by the Town Manager shall, in the first instance, serve in a probationary status for six (6) months.
- 5.8.2 The Town Manager may discharge any employee without advance notice during the probationary period if the Department Head so recommends. A probationary employee may not appeal such action and the discharge decision shall not be subject to the grievance process.



5.8.3 An employee becomes non-probationary upon successful completion of a probationary evaluation involving the Department Head, Town Manager, and the employee. At the discretion of the Town Manager, the probationary period may be extended an additional three (3) months if the Department Head determines a longer period of evaluation is necessary. During the probationary period, an employee is eligible for the benefits included in this Agreement, except as stated in Section 5.8.2.

5.9 Promotional Probationary Period

In the event an employee moves, is moved or is promoted from one position in Town employment to a position covered by this bargaining unit, or from one position to another in this bargaining unit, he/she shall serve a six month promotional probationary period unless waived in writing by the Department Head and Town Manager. Prior to the end of this six month promotional probationary period, the employee shall be evaluated by the Town to determine whether he/she is performing the job in a satisfactory manner. If the employee is not found to be performing satisfactorily in the new position as determined solely by the Town, he/she will be placed back in the same classification with the same hourly wage rate as he/she had obtained prior to promotion.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 Hours of Work

6.1.1 Actual starting and quitting times vary by department and are established by the respective Department Head. The hours of work for employees in each department will be determined and scheduled by the department head or supervisor, and employees may be called in to work in emergencies. All eligible employees will be provided with a thirty (30) minute unpaid lunch period and two 15-minute paid breaks; however, if the employee and the department head have signed an agreement for the employee to work through lunch, the employee will be paid for the working lunch. Nothing herein shall be construed as guaranteeing employees any particular number of hours of work per week or per day.

6.1.2 Nothing in this Article would preclude an employee from requesting a change in their regular schedule through their immediate supervisor, Monday through Friday inclusive. In the event that the immediate supervisor and/or Department Head authorize a permanent change, such change will be reduced to writing and signed by the employee and the immediate supervisor or Department Head.

6.2 Overtime

6.2.1 Overtime shall be paid to a non-exempt employee for hours worked in excess of 40 in any given workweek, as provided by law. Time off (e.g., for leave and paid holidays that are not worked) does not count toward "hours worked". Compensation will take the form of either time and one-half pay or compensatory time. Compensatory time is accrued at the rate of one and one-half hours off for each hour of overtime worked.



- 6.2.2 The employee's supervisor or the Department Head must approve overtime hours in advance. To the extent possible, overtime will be distributed as evenly as possible among the employees in the same classification. Overtime earned will be paid on the next regularly scheduled payroll date, unless the employee and the Department Head mutually agree in advance the overtime will be banked as compensatory time in lieu of payment.
- 6.2.3 Overtime may take the form of compensatory time if mutually agreed in advance. This advance agreement can be the employee's signature on the timesheet indicating in the boxes provided on the timesheet whether he/she would prefer to receive compensatory time rather than paid overtime for the overtime hours worked on that payroll period.
- 6.2.4 The maximum compensatory time that can be accumulated is 60 hours unless a lower amount is established by the Department Head.
- 6.2.5 The employee may request use of compensatory time in the same manner as leave time is requested.
- 6.2.6 All compensatory time will be marked as such on the timesheet, both when earned and when it is used. The Finance Department will maintain compensatory time records for all employees in the bargaining unit. All compensatory time accrued and not used will be paid when the employee leaves the Town's employment at the rate of pay the employee is earning at that time.
- 6.3 At the discretion of the Town Manager or his/her designee, during storms or other weather emergency conditions, administrative, management and other "non-emergency" personnel may be notified that they are not to report to work for the day, or that they are to arrive at a delayed start time (without an extension to the work day), or that they are released early. Such absences shall be without the use of accrued benefits or the loss of compensation.
- 6.4 On Call
 - 6.4.1 In recognition of their obligation to respond to call-outs, the following employees designated by their Department Head will receive a stipend, with the following conditions:
 - 6.4.2 A stipend of \$10.00 per day shall be paid from the first full week of November through the second full week in April to the Parks Department Groundskeeper and Parks Department Superintendent who are determined by the Department Head to be routinely engaged in winter maintenance and ancillary activities.
 - 6.4.3 A stipend of \$20.00 per weekday and \$30.00 per weekend day shall be paid year-round to the Police Department Administrative Assistant who is assigned by the Department Head to serve as recovery coach.
 - 6.4.4 The employee is actively available for call-out throughout the day. If an employee voluntarily opts not to be available and notifies the Department Head of that intent, the stipend will be forfeited for that day. Only one employee in a given department will be allowed to opt-out for any one day.



6.4.5 If the employee refuses a call out, the stipend will be forfeited for that day. A call will be considered refused if the employee directly refuses the call out or cannot be reached at designated telephone or pager number during a call out. The employee will ensure that the Department Head has current contact telephone and pager numbers. A page must be returned within fifteen (15) minutes or the call will be considered forfeited.

6.4.6 Daily on-call during the work week shall begin at 6:30 a.m. and conclude the following day at 6:30 a.m.

6.5 Call Back

An employee called back to work after having left work shall receive a minimum of three (3) hours' pay at overtime rates, unless the time extends to his/her regular shift or unless the individual is called back to rectify his/her own error.

ARTICLE 7 - DISCIPLINE

7.1 The parties recognize that the Town may discipline non-probationary employees in the bargaining unit based upon a preponderance of the evidence. Disciplinary action will normally be taken in the following order:

- a. Verbal warning
- b. Written warning
- c. Suspension without pay or Demotion
- d. Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, such action will be assessed no later than two months following the date of the infraction or knowledge thereof.

7.2 An employee will be tendered a copy of any discipline entered on his personnel record, within three days of the action taken. The Union representative shall receive a copy of all disciplinary action taken against a bargaining unit member. In imposing discipline on a current charge, the Town will not take into account any prior infractions that occurred more than three years previously.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

8.2 For the purpose of this Agreement, a grievance is defined as only those disputes involving the alleged misinterpretation, misapplication or violation of any provision of this Agreement. However, the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any matter which, according to law, is either beyond the



scope of Town Manager and Board of Selectmen authority or is limited to unilateral action by the Manager or Board; (4) a complaint concerning the contents of an evaluation of an employee's performance; and (5) any matter which this Agreement states shall not be subject to the grievance process.

8.3 Grievances shall be processed in accordance with the following procedures within the stated time limits, but any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure to submit a grievance or appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the employer's last decision, and shall constitute a waiver of the grievance that shall deprive an arbitrator of jurisdiction to decide the grievance. Failure at any step of the grievance procedure to communicate a decision within the specified time limits shall permit the grievance to proceed to the next step.

8.4 Informal Procedure: Any employee who has a grievance first shall discuss it informally with his Department Head or the Department Head's designee within 10 work days of the occurrence giving rise to the grievance, or of when the employee knew or reasonably should have know of its occurrence; however, if the grievance is over a decision by the Town Manager, the informal discussion will be with the Town Manager. The administrator will have 10 work days to respond to the grievance at the informal level. The employee may do so orally. Until a grievance is reduced to writing, the Union shall be excluded from hearing if the employee so requests; but any resolution of the grievance shall not be inconsistent with the terms of this Agreement. Such a resolution shall be provided to the Union so that the Union can ensure that it is consistent with the terms of this Agreement.

8.5 Formal Steps in the Grievance Procedure

If the matter is not resolved to the employee's satisfaction through the informal procedure, the employee may submit a formal grievance in writing. A grievance of a decision by the Town Manager shall be initiated at step 2. Other grievances shall be initiated at step 1. An employee shall submit a formal grievance within ten (10) work days after the deadline for the administrator's response in Section 8.4,. The grievance shall identify:

- a. The particular contract section(s) of this Agreement alleged to have been violated.
- b. The nature of the act or omission its dates and times, if known, and the person (s) causing the violation, if known.
- c. The loss or injury claimed.
- d. The remedy sought.

8.5.1 Step 1: The Department Head shall hold a meeting within five (5) workdays of receipt of the written grievance and shall render a decision in writing no later than ten (10) work days following the date of the meeting.

8.5.2 Step 2: If the grievance is not resolved to the grievant's satisfaction at Step 1, an appeal may be filed with the Town Manager in writing within ten (10) work days of the receipt of the decision at Step 1. All documentation presented at Step 1, along with the Step 1 decision, shall accompany the appeal to the Town Manager. The Town Manager, or his/her representative, shall hold a hearing within ten (10) work days of



receipt of the appeal from Step 1 and shall render a written decision no later than ten (10) work days following the hearing.

8.5.3 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 the Union notifies the Town Manager of such request within fifteen (15) work days of the receipt by the union of the Town Manager's decision. The following procedure shall be used to secure the services of an arbitrator.

- a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) work days following the date the request for arbitration was received by the Town, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Union and the Town rosters of persons qualified to function as an arbitrator.
- b. Neither the Town nor the Union will be permitted to assert any evidence before the arbitrator that was not previously disclosed to the other party.
- d. The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she 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 payments.
- e. The decision of the arbitrator shall be final and binding.
- f. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Town and the Union. Any other expenses shall be paid by the party incurring same.
- g. It is expressly understood that either party may initiate a meeting with the other party to resolve the grievance prior to going to Step 3, and the other party should be available for such meeting.

8.6 The arbitration of grievances shall be subject to the provisions of RSA Chapter 542.

8.7 Powers of the Arbitrator

8.7.1 It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after proper hearing on a properly filed and processed grievance referred to him/her as set forth above, to make a decision in cases of an alleged violation of the specific articles and sections of this Agreement. The decision of the arbitrator shall be based exclusively on the evidence presented at the arbitration hearing and the provisions of this Agreement, The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.



- 8.7.2 The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement.
- 8.7.3 The Arbitrator shall have no power, to change any practice, policy or rule of the Town nor to substitute his/her judgment for that of the Town as to the reasonableness of any such practice, policy, or rule is in violation of a specific article and section of this Agreement. His/her powers shall be limited to a decision as to whether the Town has violated the express article and sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Town from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Town.
- 8.7.4 The Arbitrator shall have no power to substitute his/her discretion for the Town's discretion in cases where the Town is given discretion by this Agreement.
- 8.7.5 The Arbitrator shall only have the authority to pass on a grievance referred to him/her as prescribed herein.
- 8.7.6 Arbitrator shall be without authority to make any decision that requires the commission of any act prohibited by law or which is violation of the terms of this Agreement.
- 8.7.7 At the time of the arbitration hearing, both the Town and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witness that they may call. The parties shall submit to each other a list of all witnesses to be called in the event of any arbitration hearing no less than forty-eight (48) hours in advance of the scheduled hearing date. At the close of the hearing, the arbitrator shall afford the Town and the Union reasonable opportunity to furnish briefs. The arbitrator will render his/her decision within thirty (30) days from the date the hearing is closed or the date the parties submit their briefs, whichever date is later.
- 8.7.8 The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific article and section of this Agreement and which have been properly filed, processed and referred to the Arbitrator as set forth above. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without making a decision.

ARTICLE 9 – HOLIDAYS

- 9.1 The following holidays are observed by the Town:



New Year's Day	January 1 st
Martin Luther King Jr.	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	11 th of November
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Day	25 th of December

- 9.2 Holidays are observed on the dates specified by the Laws of the State of New Hampshire.
- 9.3 Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.
- 9.4 Employees who are not required by the Department Head or the Department Head's designee to work on an observed holiday shall receive pay at their regular straight time hourly rate for the number of hours that they would have been scheduled to work had the holiday not been observed. However, employees who are absent without authority on work days directly preceding or following a holiday will not be paid for the holiday. Employees who are required by the Department Head or the Department Head's designee to work on an observed holiday shall be paid double time for the number of hours worked on the holiday.¹

ARTICLE 10 - LEAVE TIME

- 10.1 Employees who are regularly scheduled to work at least 30 hours per week are covered by Leave Time. Leave Time days earned may be taken to cover absence for any reason, including illness, vacation, dentist or doctor visits, as long as the total number of days taken meets or exceeds the minimum required usage as indicated below. The exact number of Leave Time days available each year will depend on the years of service to the Town. Leave time can be used only after it has been accrued and after the employee has completed his/her probationary period. Neither Worker's Compensation or Bereavement Leave is affected by Leave Time.
- 10.2 Accruals

¹ Example: Assume an employee is regularly scheduled to work 8 hours per day and the employee's regular hourly rate is \$20.00. If the employee is required to work 3 hours on an observed holiday, the employee will be paid \$220.00 for the holiday [(\$20 x 2 x 3 hours worked) + (\$20 x 5 hours not worked)].

10.2.1 The accrual rates of Leave Time are as follows:

<u>Months of Service</u>	<u>Monthly Accrual Rates</u>	<u>Bi-Weekly Accrual Rates</u>
0 – 12	1.25 days	4.615 hours
13 – 24	1.75 days	6.462 hours
25 – 120	2.00 days	7.385 hours
121+	2.25 days	8.308 hours

10.2.2 Employees accumulate Leave Time based on regularly scheduled hours of work (other hours worked beyond normal schedule such as overtime are excluded) and on months of service to the Town.

10.2.3 Upon hiring an employee, the Town Manager may reinstate or place the employee on a certain number of Months of Service to the Town, if the employee has worked for the Town in the past or has worked in a similar position within another governmental body.

10.2.4 The Town Manager also has the authority to add time either in hours or in number of Months of Service to an employee's accrual for the same reason(s) as stated above, or when situations may warrant additional accrued Leave Time be given to the employee.

10.3 Usage

10.3.1 Leave Time days may be used only after completion of the probationary period, unless previously approved by the Town Manager and the Department Head. It is expected that all PLANNED absences will be mutually agreed upon by the employee and his/her supervisor prior to the date of absence. An UNPLANNED absence necessitates notification of the supervisor or Department Head as soon as the need for such becomes apparent.

10.3.2 Leave Time shall be used at the rate of one day of paid leave for each workday from which the employee is absent. Leave Time may be used in any size increment desired by the employee and approved by his/her supervisor. Leave Time may not be used in advance of accrual. Use of Leave Time is contingent upon whether the employee's services can be spared at, and during the time requested, and therefore except for illness, injury, or sudden personal emergency, Leave Time is subject to approval by the employee's supervisor.

10.3.3 Employees shall submit their PLANNED Leave Time requests as early as possible in the calendar year, and in any case, at least two (2) weeks before a requested starting date. The Department Head shall approve Leave Time requests so as to ensure insofar as possible, that the remaining work forces at all times will be adequate to cope with the expected work load.

10.4 Maximum Carryover



10.4.1 The maximum amount of Leave Time is established based upon total months of service. At the end of each calendar year, each employee will be allowed to carry no more than the established maximum amount of Leave Time into the new year. Excess Leave Time beyond the maximum allowed for carry forward will be lost. Employees are therefore encouraged to utilize Leave Time on a planned annual basis.

10.4.2 Months of

<u>Service on December 31st</u>	<u>Maximum Accrual Carry Forward</u>	
0 – 12	12 days	(96 Hours)
13 – 24	25 days	(200 Hours)
25 – 120+	30 days	(240 Hours)

The Town Manager may waive the limitation under special circumstances such as a special vacation trip or critical job demands that prevent use of Leave Time.

10.4.3 Leave Time accrual and usage appear on the employee's bi-weekly pay stub.

10.5 Leave Time Liability Reduction

10.5.1 In order for the Town to reduce the year-end financial obligations associated with accumulated Leave Time, and based on critical job demand, a once a year accrual reduction of the Leave Time may be offered. The accrual reduction, if offered, will be paid only the first or second payroll processed in December and employees will be notified of the Leave Time liability reduction offer by memo with an Accrual Reduction Request form on or around November 1st each year. The Accrual Reduction request form must be filled out and returned to the Finance Department by December 1st.

10.5.2 An employee qualifying to participate in the accrual reduction must have a least 25 months of service with the Town and have taken at least 80 hours of Leave Time since January 1st of the current year. The maximum accrual reduction requested can be no more than 80 hours of Leave Time and must leave at least 40 hours of accrued Leave Time at the time the request is paid out. The Leave Time reduction will be paid out at the employee's current base rate of pay at the time reduction is paid. All applicable taxes and retirement liabilities will be applied accordingly. The Town Manager may waive 40 hours of the required time taken under special circumstances such as staff shortages or critical job demands that prevent use of Leave Time.

10.6 Leave Time at Termination

10.6.1 Unused Leave Time will be paid at the time of termination or retirement if the termination occurs after completion of the employee's probationary period. An eligible employee, who resigns, is discharged, or retires, will promptly thereafter receive payment of the unused Leave Time he/she has accrued. In the case of eligible employees who die, Leave Time will be paid to his/her beneficiary as designated on the employee's Town paid life insurance policy (unless other arrangements have been made). In the case of the termination of an employee due to pending criminal charges



that are related to their employment, pay for Leave Time will be withheld until the charges have been adjudicated, dismissed or withdrawn.

10.6.2 Leave Time is paid at the base pay rate of the employee at time of termination.

10.7 Leave Time Buy Back

10.7.1 The Town of Littleton offers qualified employees an opportunity to sell a portion of their leave time to the Town at a reduced price. This enables the Town to better manage the financial obligations associated with accumulated leave time and to avoid what can become a substantial unfunded or underfunded liability

10.7.2 All employees who have more than 35 hours accumulated at any one time may request to sell their leave time in any increments they wish. Those employees who are eligible to participate will be required to retain at least one week's worth of leave time (hours depend on employee's regular work week) in their accrual balance after the request is processed. The employee will need to sign a form acknowledging they understand the agreement and realize as part of the agreement is that they will only be paid 80% of the value of the hours they are requesting. This means for each hour an employee decides to sell to the Town, the Town will pay the employee 80% of that time, while the other 20% of the time is eliminated from the accrual balance.

Example: You are a 40-hour a week employee and you have 100 hours in your accrual account. You decide that you need some extra money for taxes. You fill out the form, requesting all but the 40 hours minimum you must leave in the account. This means that you will "sell" 60 hours back to the Town and you will be paid 80% of the value of those hours in one lump sum.

10.7.3 This buy-back program offering is completely voluntary and there is no requirement that you sell any of your leave time. The pay-out of leave time will be subject to all applicable taxes and retirement liabilities just as they would be applied to regular pay. This program is made available all year long and during any time of the year. The employee may have more than one request to sell leave time in one year.

10.8 Leave Time Exchange Bank

Employees may participate in the Leave Time Exchange Bank program offered by the Town.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Bereavement

A leave of absence with pay up to three (3) days will be granted to full-time employees in the event of the death of a spouse/partner, parent, brother, sister, child, father-in-law, mother-in-law, stepparents, stepchild, stepbrother, stepsister, grandparent, grandchild, brother-in-law, sister-in-law, aunt or uncle.



11.2 Military Leave

- 11.2.1 A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required unless military necessity prevents such notice or it is otherwise impossible or unreasonable.
- 11.2.2 This in no way shall affect leave and benefit accrual. During annual training, the Town shall pay the difference between the normal pay (no overtime) which the employee would have received, if present for duty with the Town, and the amount received from the Military for base pay, if the Town's pay is greater than such military pay.
- 11.2.3 In order to receive the Town's payment, the employee must furnish a written statement from the appropriate military official showing the date and time served, and the amount or pay received. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.
- 11.2.4 Employees on military leave for up to thirty (30) days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.
- 11.2.5 Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

11.3 Jury Duty

During absence for jury duty or witness service, the Town will pay to full-time employees their regular pay, except when the employee is a party to the case. Any court fees they have received will be turned over to the Town.

11.4 Authorized Absence Without Pay

- 11.4.1 The Town Manager, at his/her discretion, may grant a leave of absence without pay for a period not to exceed one year. Except in unusual circumstances, such absences will be for the purpose of tending to personal affairs during short periods which the employee is unable to cover with accrued leave time, or to cover absences resulting from bona fide sickness or other physical disability which the employee cannot cover with paid ordinary leave.
- 11.4.2 For such absences of thirty (30) days or less, the employee will continue to accrue paid leave credits and the Health benefit will remain in effect.



- 11.4.3 For such absences of thirty-one (31) days or more, accrual of leave time shall be suspended until the first full calendar month after return to work. Additionally, health insurance and life and disability insurance benefits shall not be paid for by the Town, but may be continued at the employee's expense.
- 11.5 Maternity/Paternity Leave. An employee shall receive one week's pay at their regular rate when on leave for the birth or adoption of a child. Said leave must be taken no earlier than six weeks before and no later than six weeks after the birth or adoption.

ARTICLE 12 - INSURANCE

12.1 Health Insurance

- 12.1.1 The Town shall offer full-time employees and regular part-time employees the opportunity to participate in one of the following health insurance plans: AB20IPDED-RX10/20/45 or ABSOS20/40/1KDED-RX10/20/45 or ABSOS25/50/3KDED-RX10/20/45.
- a. For full-time and regular part-time employees who elect the AB20IPDED-RX10/20/45 plan offered by the Town, the Town shall pay 76% and the employee shall pay 24% of the premiums for whichever coverage (single, 2-person or family) the employee elects.
 - b. For full-time and regular part-time employees who elect the ABSOS20/40/1KDED-RX10/20/45 plan offered by the Town, the Town shall pay 85% and the employee shall pay 15% of the premiums for whichever coverage (single, 2-person or family) the employee elects; and the Town also shall pay an annual incentive payment in an amount to be determined by the Town Manager each year.
 - c. For full-time and regular part-time employees who elect the ABSOS25/50/3KDED-RX10/20/45 plan offered by the Town, the Town shall pay 100% and the employee shall pay 0% of the premiums for whichever coverage (single, 2-person or family) the employee elects; and the Town also shall pay an annual incentive payment in an amount to be determined by the Town Manager each year.
- 12.1.2 The parties agree that the Town may change coverage to alternative carriers in the future provided there is no reduction in benefits or coverage by doing so. The Town will provide the Union 60 days notice before making any changes and will provide benefit and coverage information so the plans can be reviewed before being implemented.
- 12.1.3 Any full-time or regular part-time employee who is able to demonstrate to the Town proof of coverage by alternative insurance, for the employee and others for whom the employee expects to claim a personal exemption deduction, from a non-Town source that provides minimum essential coverage (other than in the individual market) and that is not through the Patient Protection and Affordable Care Act marketplace, will



receive a sum from the Town in bi-weekly pay checks. The sum will be \$3000.00 per year, paid in equal bi-weekly installments. However, any penalty that the Town incurs under the Patient Protection and Affordable Care Act shall be subtracted from the sum.

12.2 Life Insurance

The Town shall provide each full-time employee and regular part-time employee with a group life insurance policy in an amount equal to one times his/her gross base annual wages, exclusive of overtime, insurance buy-out and any other incentive program.

12.3 Disability Insurance

The Town will pay the premium for full-time employees and regular part-time employees for disability insurance coverage. Coverage begins on the tenth consecutive day of illness or injury for the duration set forth in the disability insurance policy (up to a maximum length of 2 ½ years). All claims are made directly to the insurance carrier or its agent. The amount of coverage is 2/3 of the rate of pay for each day of illness or injury. Payment is for each day of illness, not for each day of work missed due to illness. Coverage begins on the first day of the month following appointment.

12.4 Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with terms and conditions set forth in said policies or plans and shall not be subject to the grievance process set forth in this agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it is contracted or is obligated shall result in no liability to the Town, nor shall such failure be considered a breach by the Town of any obligation undertaken under this or any other agreement. Nothing in this agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Town, employee or beneficiary of any employee.

ARTICLE 13 - WAGES

13.1 Hourly Wage Rates

A new employee, and a former employee who has been re-hired, in a position covered by the bargaining unit shall be placed at an hourly wage rate that the Town Manager determines to be appropriate. A continuing employee who worked more than 50 percent of the work days for the employees's position during the previous year shall receive the following minimum increase in hourly wage rate:

- April 1, 2024 – March 31, 2025: Adjustments for four employees and 4% increase from 2023-24 hourly wage rate for all employees (as listed in Appendix A).
- April 1, 2025 – March 31, 2026: 4.0% increase from 2024-25 hourly wage rate.



- April 1, 2026 – March 31, 2027: 4.0% increase from 2025-26 hourly wage rate.

A continuing employee may be awarded an hourly wage increase greater than the minimum increase if the Town Manager determines that more than the minimum increase is warranted.

13.2 Pay periods

Employees shall be paid for the hours that they actually work or are on paid leave during each pay period. Pay periods are bi-weekly.

- 13.3 In recognition of longevity of service, the Town will pay an employee the amount according to the table below. The annual payment will be paid annually in April each year.

Years of Service	Annual Payment
5	\$ 500
6	\$ 600
7	\$ 700
8	\$ 800
9	\$ 900
10	\$1,000
11	\$1,100
12	\$1,200
13	\$1,300
14	\$1,400
15	\$1,500
16	\$1,600
17	\$1,700
18	\$1,800
19	\$1,900
20-24	\$2,000
25+	\$2,500

- 13.4 Starting January 1, 2026, a joint committee of three members appointed by the Town Manager and three members appointed by the Union will gather information regarding possible establishment of wage schedules in a future Agreement. The committee will provide information to the parties by June 1, 2026. Any recommendations by the committee will not be binding on the Town or on the Union.

ARTICLE 14 - MISCELLANEOUS

14.1 Tuition Reimbursement



- 14.1.1 The Town shall reimburse certain educational expenses to a full-time employee who is enrolled in adult education or university programs for a maximum of two (2) courses a semester, but no more than three (3) such courses per year provided:
- a. The employee is a full-time employee with at least one (1) year of service, and continues employment through the completion of the course; and
 - b. The course is job related or reflects on improved job performance; and
 - c. An application for reimbursement must be submitted to and approved by the Town Manager prior to enrollment (requests for approval shall include an estimate of the time and expense involved); and
 - d. A grade of "C" or better, or credit in a credit/no credit class, is attained on adult education or undergraduate work, and "B" or better on graduate work.
- 14.1.2 Upon completion of the course, the grade received, and proof of tuition payment must be submitted to the Town Manager. The Town will then reimburse the full-time employee for 66% of the cost of tuition, refund by the Department, within the limits of its budget (see d above). The employee must pay the cost of supplies, transportation, and other expenses. The Town Manager may, upon request, approve advances of tuition payment not to exceed 66% of the cost, based upon the full-time employee's successful educational history, as defined above.
- 14.1.3 Tuition for other workshops, training seminars and conventions appropriate to the full-time employee's performance of his/her job must be reviewed and approved by the Town Manager or appropriate supervisor in advance of registration. The Educational Reimbursement Program pertains to studies taken voluntarily by the employee outside working hours and does not refer to courses which the employee is designated to attend by the Town. Courses, which are a requirement of the job within a Department, shall be paid for entirely by the Department.
- 14.1.4 If a course is paid for in whole or in part through a Federal or State program, then the Town will not reimburse for such amount, it being the intent to eliminate double payment for a course.
- 14.1.5 While the Town is interested in aiding full-time employees to improve or extend their job skills through outside education, participation in the program in no way implies any guarantee of advancement in position or wages.

14.2 Performance Evaluation

The Town will continue to evaluate the performance of its employees and their fitness for the performance of their duties. The Town will continue to determine the types and frequencies of such evaluation. Such evaluations may include medical examination by a physician and a physical fitness review, in addition to an objective analysis of each employee's competence and skill in carrying out his/her assigned duties over a defined period of time. The employee shall be permitted to permanently affix any written responses he/she choose to such evaluations and shall receive a copy thereof.

Such evaluation shall not be grounds for disciplinary action but shall be used to assist the



employee in identifying and correcting any health related problems.

14.3 Bulletin Board

The Town shall provide space for Union bulletins at each department location for employees to read. All notices posted on such boards shall only be used to notify employees of matters pertaining to Union affairs. Outdated material shall be removed. No material shall be posted which is inflammatory, profane, obscene or defamatory to the department, the Town or their representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

14.4 Sexual Harassment

The Town will not tolerate sexual harassment of or by any of its employees or any other person dealing with its employees. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment. All complaints of sexual harassment should be immediately be brought to the attention of the Town Manager, who will handle the complaint in a timely and confidential manner. If the Town Manager is accused of sexual harassment, the complaint shall be brought to the attention of the Board of Selectmen.

14.5 Mileage Reimbursement

The Town will reimburse employees for use of personal vehicles for work related assignments and for training that is required by the Town at the prevailing IRS mileage reimbursement rate.

14.6 Certifications

An employee must maintain all certifications that are required for his/her position. The Town will pay the fees for the certifications that it requires.

14.7 Cell Phones

The following employees have the option of using their own cell phone for work purposes with a \$50 per month reimbursement, or using a Town owned/supplied cell phone:

Building Maintenance Manager/Wastewater Technician
Opera House Manager
Parks Superintendent
Administrative Assistants-Police

To be eligible, the employees must sign and comply with the Town's cell phone policy form.

14.8 Fitness/Wellness Benefit

The Town, in an effort to promote fitness and wellness among its employees, offers to reimburse full time employees, up to \$300.00 annually for participation in a Town approved, structured, fitness/wellness program. A once-a-year reimbursement will be made upon receipt of proof of payment in such a program. A reimbursement request, itemizing expenses and



accompanied by receipts, must be submitted to the Finance Department by December 1st. Payments will NOT be made directly to a fitness facility or program. Reimbursement will ONLY be made to the employee. Personal purchases of equipment will NOT be reimbursed. There is no minimum number of visits required.

14.9 Vaccinations

The Town will provide the following at Town expense to the Building Maintenance Manager/Wastewater Technician, Parks Groundskeeper, Parks Program Coordinator and Parks Superintendent:

- (1) Hepatitis A & B: up to either two series of 3 shots, or one series of 3 shots followed by a successful Titer Test, once in the employee's lifetime.
- (2) Tetanus: 1 shot each 10 years, and revaccination in the event of injury if the last shot was more than 5 years before.

14.10 Uniforms and Clothing

14.10.1 For Administrative Assistants—Police Department and Fire Department:

The Town will supply required uniforms to new employees during the first year of employment. The initial issue may be supplied over the course of the first year of employment as seasonally appropriate. Thereafter, the Town will provide each employee with uniform replacement items up to \$350 per year. Mending or alterations to such uniforms also will be paid through this account.

14.10.2 For Parks Department Superintendent and Groundskeeper:

The Town will supply the initial issue of the following clothing to new employees, but the initial issue may be supplied over the course of the first year as seasonally appropriate:

- 8 shirts or t-shirts (employee option)
- 8 pairs of pants
- 4 hooded sweatshirts
- 2 pairs of work gloves
- 2 knit winter hats
- 1 spring/fall coat
- 1 winter coat
- 1 hard hat
- 1 pair rubber boots, rain gear, safety glasses and safety vest

Thereafter, the Town will provide clothing replacement items as needed.

The Town also will provide up to \$700 per year for safety-toed boots, ice boots, and a snowsuit.

14.10.3 For Building Maintenance/Wastewater Technician:

If the Building Maintenance/Wastewater Technician damages clothing during fieldwork, the Town will reimburse him/her for the damage.



14.11 Labor/Management Committee

The parties agree to establish a Labor/Management Committee comprised of two (2) representatives for the Union and two (2) representatives from the Town, which shall meet annually, or more frequently if necessary, to discuss and make recommendations on areas of mutual concern.

14.12 Tool Allowance

The Town will provide insurance coverage for all personal tools used by the Maintenance Manager/Wastewater Technician in the performance of work responsibilities. Further, the Town will pay the Maintenance Manager/Wastewater Technician a tool rental fee of \$50 per pay period if he provides his own tools in lieu of the Town providing tools. Any reimbursement paid may be subject to applicable taxes. The Maintenance Manager/ Wastewater Technician shall supply the Town with an up-to-date list of personal tools used in the performance of work responsibilities. The Town will repair or replace necessary Town equipment that is broken, and will provide like equipment when it is available.

14.13 Leave for Administrative Assistant—Fire Department

If the Administrative Assistant-Fire Department works less than 30 hours per week and has five or more continuous years of employment with the Town, he/she shall receive up to three paid days off annually. Such time shall not accumulate year-to-year. The number of hours for each paid day off will be based on the number of hours in his/her regularly scheduled days.

ARTICLE 15 - ENTIRE AGREEMENT

15.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject no matter not removed by law from the area of collective bargaining, and that the understandings and agreement 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 voluntary and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter 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 subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties through a mutual agreement in writing.

15.2 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 16 - SAVINGS

- 16.1 If any provision(s) of the Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in conformance with applicable statutes, laws, ordinances and regulations of the United States of America and the State of New Hampshire, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on substitute provisions. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

ARTICLE 17 - DURATION

- 17.1 This Agreement shall be effective as of April 1, 2024 and shall remain in full force and effect until March 31, 2027.



Signature Page

FOR THE TOWN



Town Manager


Chairman Selectboard


Selectboard Member

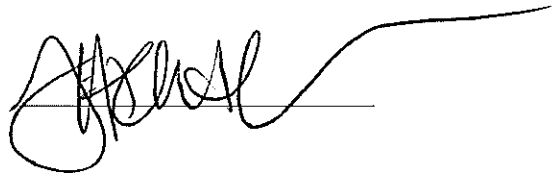

Selectboard Member

FOR THE UNION









Date: 

APPENDIX A – MINIMUM WAGE RATES OF CURRENT EMPLOYEES FOR 2024-2025

<u>Employee</u>	<u>Position</u>	<u>Wage Rate</u>
Allaire, Jamie	Administrative Assistant–Police Department	\$27.99
Clark, Rilee	Opera House Manager	\$25.13
Clause, Amelia Parks	Program Coordinator	\$22.58
Dimick, George	Parks Groundskeeper	\$20.02
Donahue, Patrick	Parks Superintendent	\$23.75
LaDuke, Lori	Administrative Assistant–Police Department	\$31.28
Lineman, Rachel	AP/AR Clerk	\$23.92
Oliver, Eric	Building Maintenance Mgr./Waste Water Technician	\$28.17
Poulton, Jennifer	Administrative Assistant–Fire Department	\$20.38
Ray, Joanna	Planning and Zoning Board Administrator	\$28.82
Rugar, Jennifer	Assistant Town Clerk	\$25.33