AGREEMENT BETWEEN

THE TOWN OF MERRIMACK, NEW HAMPSHIRE

AND

TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE a/w THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA

MERRIMACK, NEW HAMPSHIRE DEPARTMENT OF PUBLIC WORKS

MID-MANAGEMENT EMPLOYEES

JULY 1, 2013 THROUGH JUNE 30, 2016

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## PREAMBLE

The Town of Merrimack, New Hampshire, hereinafter referred to as the "Town," and Teamsters Local 633 of New Hampshire a/w The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union," in order to promote orderly and peaceful relations between the Town and the bargaining unit employees and provide uninterrupted service in an efficient and effective manner, hereby agree as hereinafter set forth in this agreement. The parties to this agreement specifically agree that this preamble shall not be subject to any grievance and/or arbitration provisions set forth herein.

## ARTICLE I RECOGNITION AND TRIAL PERIOD EMPLOYEES

The term "employee" as used in this agreement refers only to members of the bargaining unit. The Town hereby recognizes the Union as the exclusive bargaining representative for the following regular (full time) employees, pursuant to the provisions of New Hampshire RSA 273-A and Public Employees Labor Relations Board Case Number M-065 1 dated 31 October 1991, with respect to wages, hours, and other terms and conditions of employment:

Assistant Chief Operator
Chief Operator
Chief Public Works Inspector (vice Constr. Services Supvr.)
Clerk Typist TI/Dispatcher
Equipment Maintenance Foreman
Highway Superintendent
Highway Foreman
Industrial Waste Water Pretreatment Manager
Laboratory Manager
Maintenance Manager
Public Works Inspector (vice Constr. Services Foreman)
Secretary/Scale Operator
Secretary
Solid Waste Supervisor
Solid Waste Foreman

2. The following positions are excluded from the unit:

Director of Public Works
Assistant Director of Public Works for Wastewater
Assistant Director of Public Works for Highways and Construction Services
Buildings and Grounds Maintenance Supervisor
Secretary to Director of Public Works

3. a. All newly hired or appointed employees shall serve a trial period of six (6) continuous months from the date of hire. Upon the completion of six (6) months of service, a performance appraisal shall be completed and the employee shall either be granted regular employee status or the trial period may be extended by reason of questionable performance for up to an additional six (6) months (the total trial period shall not exceed one (1) year).

b. Employees are entitled to membership in the bargaining unit after six (6) months of continuous service from the date of hire.

c. Trial period employees, whether members of the bargaining unit or not, may be terminated without cause nor resort to the grievance procedure until they are awarded regular employee status.

d. Nothing in this article shall be construed as preventing the Town from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are properly subject to collective bargaining negotiations and covered by this agreement, any changes shall be accomplished only through negotiations and agreement with the Union.

## ARTICLE II NON - DISCRIMINATION

The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin, or membership or non-membership in the Union.

## ARTICLE III MANAGEMENT RIGHTS

Except as specifically limited or abridged by the terms of this agreement, the management of the Public Works Department in all of its phases and details shall remain vested exclusively with the Town of Merrimack and its designated agents. The Town shall have jurisdiction, whether exercised or not, over all matters concerning the management and operations of said department, including the use of technology, the department's organizational structure and the selection, direction, and number of all personnel so as to continue public control of governmental functions as well as all rights retained by virtue of New Hampshire RSA 273-A. It is further specifically agreed that this article shall not be subject to any grievance or arbitration proceeding as hereinafter set forth.

## ARTICLE IV INTERFERENCE WITH TOWN OPERATIONS AND LOCKOUTS PROHIBITED

1. Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, work slowdown, sanctions, picketing or patrolling which in any way interferes with the operations of the Town; multiple resignations, any form of job action, withholding of any services or any curtailment of work or any restriction or interference with the operations of the Department of Public Works or the government of the Town of Merrimack during the term of this agreement. The Town will not lock out any employees during the term of this contract; however, this shall not be construed as denying the Town the right to lay off employees due to the economy or lack of work, nor denying the right to subcontract.

2. Should any employee or group of employees covered by this agreement engage in any activity prohibited by paragraph 1 above, the Union shall forthwith disavow any such activity and shall take all reasonable means to induce such employee or group of employees to terminate such activity forthwith, including but not limited to, any and all disciplinary measures which may be taken pursuant to the Union's Constitution and By-Laws as from time to time amended.

## ARTICLE V HOURS OF WORK, OVERTIME, AND EMERGENCY WORK

### 1. *Work Day and Work Week.*

The work day is defined as 12:01 a.m. until 12:00 midnight. The work week is defined as 12:01 a.m. Sunday until 12:00 midnight on the subsequent Saturday. The normal work schedule shall be forty hours of actual work per week at times required by the operational demands of the job.

### 2. *Overtime.*

a. All time actually worked outside of the regularly scheduled shift, when authorized in advance by the Director of Public Works or a designee, shall be compensated at the rate of one and one-half (1 1/2) times the employee's base hourly rate. For the purpose of overtime computation, paid holidays shall be counted as hours actually worked, but no other paid absences shall be counted. Overtime shall be assigned on a fair and equitable basis among all employees within a classification. Overtime performed without advance approval shall not be paid, unless emergency conditions requiring immediate action existed. Employees who work more than sixty hours in a work week shall be paid overtime at the rate of two times their base hourly rates for each hour worked beyond sixty. The following criteria shall be met to receive this rate:

(1) All hours actually worked shall be included in the total. "Hours actually worked" shall include eight hours for each paid holiday.
(2) Callbacks paid as three hours shall be counted as three hours.

b. The following classifications are exempt from the provisions of the Fair Labor Standards Act and shall not be eligible for overtime pay: Highway Superintendent, Industrial Waste Water Pretreatment Manager, Laboratory Manager, and Chief Public Works Inspector. Overtime performed by the incumbents shall be paid through the use of compensatory time in accordance with past practice. Accrued compensatory time shall have no cash value.

During snow season, as an exception, the Highway Superintendent shall be paid time-

and- one-half for all overtime in a week after the first eight hours of overtime in that week.

c. Emergency Work. It shall be the duty of all able-bodied employees to make themselves available during the course of emergencies. If an employee is called back to work during that employee's regularly scheduled vacation due to an emergency situation, then that employee shall be compensated at the rate of one and one-half (1 1/2) times that employee's regular hourly rate of pay for all hours of emergency work performed during that employee's vacation. Once that employee returns to a regular work schedule, then compensation for that employee shall be at that employee's regular hourly rate of pay.

d. Minimum Callback Pay. Employees covered by this agreement who have completed their normal work day, and who are called back for overtime work, shall be guaranteed a minimum of three (3) hours' work at the rate of time-and-one-half their regular rate of pay. It is the purpose and intent of this language to assure employees of at least three hours of pay for the inconvenience of having been recalled between their normal shifts, but not to pay employees separately for call-backs should they occur during the initial three-hour-minimum guarantee period.

e. Past practices regarding the scheduling of overtime not covered by this agreement shall be continued. If either party can establish that the continuation of such past practice imposes an undue hardship in its continuation, the parties shall meet to resolve the dispute. Absent resolution, the past practice shall be resolved through the use of the grievance procedure.

### 3. Work Furlough

This unit will participate in the work furlough program if all other Town unions agree to work furloughs, but will not be required to take any more furlough hours than other unions.

## ARTICLE VI SENIORITY

### 1. Types of Seniority.

There shall be two types of seniority:

a. Department seniority, which shall be determined by an employee's total time of continuous full-time employment in the Merrimack Public Works Department.

b. Classification seniority, which shall be determined by an employee's continuous length of full-time service in the specific classifications covered by this agreement.

c. Trial period employees shall not be covered by this agreement until they have completed their trial period and have become regular (full time) employees, at which time their seniority shall be computed from their date of original hire.

## 2. *Layoffs.*

a. No less than thirty (30) days before any layoffs are effected, with the exception of layoffs made necessary by some action of the Town Meeting, the town shall advise the union of the reasons and the anticipated scope of any layoffs. The town will confer with the union in good faith for the purpose of seeking alternative solutions to the contemplated layoffs. Should it become obvious to the town that no agreement is possible, then the layoffs may proceed.

b. Should the town become able to fill a vacant position covered by this agreement, the position shall initially be offered to all former members of the bargaining unit who were laid off for budgetary reasons during the thirteen month period preceding the planned hiring date. These former employees shall form an applicant pool from which the position will be filled, subject to the conditions outlined elsewhere in this agreement.

c. Recall notifications shall be by certified letter to the last known address of the former employee. Former employees who have not responded in writing within two weeks of the date of mailing of the recall notice shall be deemed to have abandoned all claim to hiring preference. The rehiring of recalled employees may be conditional upon the taking and passing of a standard entrance physical examination.

d. Recalled and rehired members of the bargaining unit who have returned to duty within thirteen months of their layoff shall retain their seniority and any rights which inure to it. For the purpose of this section, the period of time of the layoff shall be considered to be "time worked" during the determination of departmental seniority or classification seniority.

e. Layoffs of members of the bargaining unit within a classification shall occur to members of the unit with the least classification seniority first.

f. A laid off member of the bargaining unit shall be deemed to have terminated on a favorable basis, and shall be paid for all accrued vacation hours times that employee's base hourly wage, and for five-tenths *(0.5)* of the accrued sick leave hours times the base hourly wage. Employees recalled under the provisions above shall have the lost (unpaid 1/2) sick leave reinstated; provided that any employee accepting such reinstatement of forfeited sick leave, then separating from town employment for any reason during the next twelve months, shall not be permitted to receive cash for any of that reinstated accrued sick leave at the time of separation.

3. Loss of Seniority. An employee shall lose seniority and shall no longer be covered by the provisions of this Agreement for, but not limited to the following reasons:

a. Discharge for just cause.
b. Voluntary quit, resignation or retirement.
c. Failure to respond to a notice of recall as specified.
d. Remaining on layoff for more than twelve (12) months.
e. Illness or injury resulting in inability to perform his/her work which lasts longer than twelve (12) months.
f. Unauthorized absence of more than three days.
g. Overstaying an authorized leave of absence.
h. Giving a false reason for a leave of absence.

4. Seniority list. By July 15th of each year, the Town shall post two (2) seniority lists, a classification seniority list and a department seniority list which shall have an effective date of August 1st. The Union shall have fifteen (15) work days to raise any objections to said lists. Should any employee have an objection to said lists, said employee shall relay this information to the Director of Public Works. If no objections are raised within the fifteen *(15)* day period, the list shall stand approved.

5. Job Posting

a. All permanent opportunities within the unit must be posted for one week and a copy of the posting sent to the union.

b. Job posting shall include job specifications, rate of pay, job location (by division) and the shift.

c. Current employees shall be given an opportunity to apply for all vacant and/or newly-created positions.

## ARTICLE VII HOLIDAYS

1. The contractual holidays shall be observed in accordance with the official observance of the Town of Merrimack. In addition, Columbus Day shall also be considered a contractual holiday. If the AFSCME 2986 union agrees to eliminate Columbus Day from their list of paid holidays the Teamsters union agrees to eliminate Columbus Day on the same effective date.

2. Holidays falling on a Saturday are celebrated on the preceding Friday; holidays occurring on a Sunday are observed on the subsequent Monday. Only Regular and Trial Period Employees are entitled to holidays or holiday pay; part-time and temporary employees do not receive paid absences.

3. All employees on holiday shall receive normal straight-time pay for a holiday. When employees are scheduled to work on a holiday, they will additionally receive time-and-one-half for the hours actually worked on that day.

4. Regular and trial period employees who are scheduled to observe a holiday with a paid day off, but are called in and required to work on that holiday, shall receive time and one-half (1 1/2) times their base hourly rates for the hours or tenths of hours actually worked, over and above the normal pay for the holiday. The three-hour minimum for callbacks applies in this case.

5. For the purposes of calculating overtime, a paid holiday shall be counted as "hours worked" toward a 40-hour total.

## ARTICLE VIII VACATIONS

1. Annual vacation leave shall be provided to Regular Employee members of the bargaining unit and shall be figured from the Hire Date as follows:

| | |
|---|---|
| One year of continuous service | 80 hours |
| After the fifth anniversary of continuous service... | 120 hours |

| | |
|---|---|
| After the tenth anniversary of continuous service... | 160 hours |
| After the fifteenth anniversary of cont. service .... | 200 hours |

2. Eligible employees are encouraged to use all of their accrued vacation hours in each anniversary year. Under extraordinary circumstances, and with the department head's and Town Manager's written approvals, employees shall be permitted to carry over to the next anniversary year an amount of hours equal to or less than twice their current annual vacation accrual. Notwithstanding, employees with more than 15 years of service may carry over 480 hours. (Example: an employee in the seventh year of service may carry over 240 hours or less.) Beginning on July 1, 2012, the maximum carry over amount will be reduced to 400 hours. Any amount in excess of the annual accrual, or lacking written approval to carry over, shall be forfeited on the anniversary date.

3. The department head or a designee shall schedule vacations. Employees shall not take more than 80 consecutive hours of vacation without the department head's approval.

4. Employees with the greatest classification seniority shall be given preference in selecting the time they wish to take their vacations. The final determination for scheduling shall rest with the department head or a designee, and based upon the operational needs of the department with due consideration to seniority.

5. Vacation pay shall be calculated at the regular straight-time rate for the number of regular straight-time hours that the employee normally works.

6. In the event of termination, layoff, retirement, or death, employees or their beneficiaries shall be entitled to payment for all unused accrued vacation hours.

## ARTICLE IX DUES DEDUCTIONS - CREDIT UNION D.R.I.V.E.

1. The Town agrees to deduct dues for Teamsters Local #633 of New Hampshire from the wages of bargaining unit employees if said employees individually and voluntarily authorize such deduction to the Town in writing. Deductions shall be made in such a manner so as to allow remittance to the Union on a monthly basis, but in no event later than the twentieth of each month and sent monthly to the Secretary-Treasurer of Local #633. The Union shall certify its dues rates to the Town in writing, and shall keep the Town informed of the correct mailing address for the Secretary-Treasurer.

2. No payroll deductions shall be made if an employee has no pay due on a payday, or if the

amount of the pay is smaller than the amount of the deduction. In no case shall the Town be responsible for the collection of fines and/or Union assessments beyond the regular membership dues.

3. Employees who wish to submit voluntary payroll deduction forms to the Town for contributions to a credit union or for D.R.J.V.E. may do so.

4. Employees may cancel any and all payroll deductions upon seven days written notice to the Town, except that dues deductions to Teamsters Local #633 may only be canceled during the sixty-day period immediately preceding the expiration date of this agreement.

## ARTICLE X GRIEVANCE PROCEDURE

1. For the purpose of this contract, a grievance is defined as a written dispute, claim, or complaint which arises under and during the term of this agreement and which is filed and signed by either any employee in the bargaining unit or by the Union specifying the names of the unit members involved, the date(s) of the alleged offense(s), and the specific contract provision(s) alleged to have been violated. Grievances are limited to matters of interpretation or application of specific provisions of this agreement and must set forth the date of the alleged offense and the nature of the grievance, including the contract provision involved. Those complaints filed without following the above instructions shall be dismissed and not classified as legitimate grievances under this agreement. Similarly, grievances that are not filed within the time frames set forth herein shall be deemed waived by the employee.

2. Procedure. Whenever an employee in the bargaining unit has a grievance as defined above, the following procedure shall be utilized or such grievance shall be deemed waived:

   a. Step One. The employee involved and the Shop Steward shall file the grievance in writing with the Director of Public Works within ten work days from the date of the event which gives rise to the alleged grievance. The Director of Public Works, or designee, shall issue a ruling or schedule a hearing within ten (10) working days after receiving the grievance. A hearing, if held, will be within twenty (20) working days after receiving the grievance. If a hearing is held, a ruling will be issued within ten (10) working days after the date of the hearing.

   b. Step Two. If the grievant is dissatisfied with the ruling of the Director of Public

Works or his designee, or if no response was received within ten (10) working days after the grievance was filed with the department director, the Union may file the grievance with the Town Manager within ten (10) working days after the department head's ruling or lack thereof. The Town manager or a designee shall issue a ruling or schedule a hearing within ten (10) working days after receiving the grievance. A hearing, if held, will be within thirty working days after the Town Manager's receipt of the grievance. If a hearing is held, a ruling will be issued within ten (10) working days after the date of the hearing.

c. If the grievant does not agree with the decision of the Town Manager in Step 2 of the grievance process **and** the grievance in any way includes the Town Manager, the grievant shall submit a written appeal to the Town Council within seven days of the occurrence. The grievance must specify: the person that has taken the action being grieved; the time and place of the action being grieved; the nature of the grievance; the provision of this manual which has been violated, misinterpreted, or misapplied; the injury or loss that has resulted from such violation, misinterpretation, or misapplication; and the specific remedy being sought by the grievant. The Town Council shall hold a hearing within fourteen calendar days after receipt of a timely filed grievance and shall render a written decision no later than fifteen calendar days after the hearing.

f. Any mutually satisfactory disposition reached as a result of any of the above actions shall be final and binding upon the parties as to the dispute, and the Town, the Union, and the grievant shall thereafter comply in all respects with the results of such disposition.

3. Arbitration. Any grievance which could not be settled within the foregoing sections of this article may be submitted by the Union to arbitration as follows:

a. If the Union is not satisfied with the Town's disposition of the grievance, or if the Town Manager/Town Council's response was not rendered within the specified time, the Union, within fourteen calendar days after the completion of Step Two, may submit in writing a request to the American Arbitration Association (AAA) to appoint an arbitrator to resolve said grievance in accordance with the rules and regulations of the AAA. Failure to submit within this time period shall be deemed abandonment of the grievance and no further action shall be taken with respect to this grievance.

b. The arbitrator shall not have the power to add to, ignore, or modify any of the

terms or conditions of this agreement, nor shall the arbitrator have the power to hold hearings for more than one grievance; that is, multiple grievances before the same arbitrator shall not be allowed, unless the grievances are related to the same incident and both parties agree. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this agreement. The arbitrator shall not substitute personal judgment for that of the parties in the exercise of rights granted or retained by this agreement.

c. Excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in Article III of this agreement entitled MANAGEMENT RIGHTS.

d. The cost of the arbitration shall be borne in its entirety by the losing party. For the purpose of complying with this provision, each arbitrator in each instance shall be requested to designate a losing party.

e. The decision of the arbitrator shall be final and binding upon the parties.

4. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Highway, Equipment Maintenance, Solid Waste and Waste Water Divisions and having the grievance adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of the agreement and that the Union has been given the opportunity to be present at such adjustment and to state its views.

5. Time limits as established in the grievance article may be extended by mutual agreement in writing by the parties.

## ARTICLE XI SHOP STEWARDS

1. The Town of Merrimack recognizes two (2) Shop Stewards, one from each Assistant Director of Public Works' Division.

2. The Stewards' responsibility is to assist an employee along with the supervisor in the resolution of grievances and misunderstandings; to try to resolve a grievance at the lowest possible level. If unsuccessful, the Union Representative is contacted and the grievance may be processed further.

3. A reasonable number of employees, who act as representatives of the Union, shall be given a reasonable opportunity to meet with the Town during working hours and without loss of compensation or benefits.

## ARTICLE XII ABSENCES

### *Bereavement Leave.*

Upon request, employees may be granted up to three (3) days paid leave in the event of the death of an immediate family member, defined as a spouse, parent or step-parent, parent or step-parent-in-law, child or step-child, brother/sister or step-brother/sister, grandparent/grandparent-in-law, or any other family member permanently residing in the employee's household. Time off sufficient to attend the funeral of a present or former town employee may also be granted.

### *Unpaid Leaves of Absence.*

Regular employees with one year or more of continuous service may be granted an unpaid leave of absence for up to one year for such reasons as personal illness, pregnancy, or other compelling and urgent reasons. An unpaid leave of absence must be recommended in writing by the Director of Public Works and approved by the Town Manager. Employees granted a leave of absence shall not forfeit the benefits appurtenant to seniority upon reinstatement except as noted elsewhere in this agreement.

a. Employees absent for more than one year, or who do not respond to two certified letters over a period of thirty (30) days, may be deemed to have abandoned their jobs. Any employee who accepts employment or conducts a business while on leave of absence shall be immediately terminated unless such activities had received written approval in advance by the Director of Public Works and the Town Manager.

b. During any paid leave of absence covered by the town's disability insurance, the Town will pay the employee's (and dependents) health, life, and disability premiums for two months. Thereafter, the employee may keep these insurances in force by paying the premium to the Town in the last week of each month for the following month. Failure to pay on time shall be grounds for termination of the insurance.

c. During a leave of absence for an illness or injury covered by Workers Compensation, the Town shall pay the above premiums for the duration of the leave of absence.

d. No employee on an unpaid leave of absence, for any reason, shall continue to accrue vacation or sick leave during the absence. Continuation in the pension plan shall be governed by the rules and regulations of the pension plan.

## *Personal Time.*

The department head shall approve and schedule Personal Time may be granted by the department head or a designee to any employee who requests time off for personal reasons, up to a maximum of sixteen (16) hours per year. This leave must be requested in advance. Personal Time must be used by the end of the fiscal year in which it was given.

## *Military Leave.*

Military Leave shall be as prescribed by existing law.

## *Jury Duty.*

An employee called as a juror shall be paid the difference between any fee received for jury duty and the amount of that employee's straight-time earnings (at the regular hourly rate) lost by reason of such jury duty. Satisfactory evidence of jury duty, to include time served, must be submitted through the Director of Public Works to the Finance Department to receive this pay. Employees called for jury service and excused from such duty for the day or days shall report to their regular work assignment as soon as possible after being excused.

## *Educational Incentive.*

The Town recognizes the value of continuing education for its employees, and this program is designed to assist employees in obtaining advanced education that enhances

their job performance and potential for advancement in the Town's government. The Tuition Assistance Program is dependent upon the level of funding each year, so availability of assistance may fluctuate significantly from year to year. To receive tuition assistance, employees must sign an agreement not to resign from Town employment for a period of one year from the course completion date. There are two types of assistance:

a. Required Courses are courses which employees must complete to be able to do their current jobs. These courses are often certification courses, or other similar types of instruction without which employees either lack the skills or can't be allowed to do essential elements of their current jobs. Education of this type is defined as required by the Town, not as requested by the employee. Required courses are 100% paid by the Town, to include the cost of tuition, books, travel, and other related expenses. Attendance at a required course must be approved in advance by the Director of Public Works and the Town Manager or a designee. Upon completion of such courses, employees must present a copy of the final grade report or a certificate of successful completion (if letter grades are not given) through the department head to the Town Manager or his designee for inclusion in the personnel file. Failure to successfully complete the course will require the employee to reimburse 100% of the Town's expenses, unless reimbursement is waived by the Town Manager for extenuating circumstances.

b. Professional Development Courses are courses that can be related to the current job and will enhance the performance of it, but are not essential elements of the job description. This assistance is limited to *50%* of the tuition at the chosen school or at the University of New Hampshire, whichever is the smaller amount. Employees must pay the tuition and complete the course with a grade of C (not C-) or better, then submit a copy of the tuition bill and the grade report through their department heads to the Town Manager or his designee to be reimbursed. Approval to enroll must be obtained in advance from the department head and the Town Manager, and submitted to the normal budget process. Cost of books, travel, or other related expenses are not reimbursed. Courses required for a degree, but unrelated to employees' town government duties, are not reimbursed. Priority of funds will be given to Required Courses.

c. The Town will pay for membership fees to professional organizations directly related to the employees job, up to a maximum of one hundred dollars per employee per year.

## *Sick Leave.*

a. Employees shall earn sick leave at the rate of 1.85 hours per week (96 hours per year). Effective July 1, 2011, the accrual rate shall be 1.54 hours per week (80 hours per year). Sick leave shall accrue at this rate regardless of the number of hours actually worked in a week, except that no employee shall accrue sick leave during an unauthorized or unpaid absence. That portion of an applicable Employee's accrued sick leave balance that exceeds 240 hours at the end of any fiscal year (July 1 through June 30) will be purchased by the Town at the rate of 50% times the Employee's base hourly wage. The related payment will be made on or before the last pay day of the subsequent July.

b. Sick leave shall be paid at the Employee's base hourly wage.

c. To be eligible to use sick leave, Employees must notify the Department Head of the impending absence in accordance with established practice.

d. The Town shall not require medically documented evidence of the cause of sick leave until employees have been out of work for three consecutive shifts, except in cases where a frequent pattern of sick leave use is evident. In those cases, the town may demand documentation for any absence charged to sick leave.

e. Upon separation from Town employment under favorable conditions, employees shall be paid at 50% of their base hourly wages for their accrued sick leave balances.

## *Family Medical Leave.*

It is understood by both parties that federal law, under the Family and Medical Leave Act, addresses many of the issues in this contract. If there are any conflicts, or any omissions, it is understood that the Town's FMLA policy shall control which is hereby incorporated by reference. The parties agree that the policy must comply with Federal law.

## ARTICLE XIII RETIREMENT

Full-time Employees shall be eligible for the following participation in Group I of the New Hampshire Retirement System (NHRS).

## ARTICLE XIV GROUP INSURANCE

### *1. Health and Dental*

a. The Town shall provide the Blue Cross/Blue Shield MTB5 HMO plan ($5.00 office visit and 0/20/30 prescription drug plan) or comparable plan, and Delta Dental or comparable plan for Fiscal Years 2013-14 and 2014-15.

b. Effective July 1, 2015, the Town will provide the Blue Cross/Blue Shield MTB20 HMO plan ($20.00 office visit and 10/20/45 prescription drug plan) or comparable plan and Delta Dental or comparable plan.

c. The Town shall create an account to reimburse, to the employees, the difference in cost between Tier II and Tier III brand name drugs, if an employee's doctor requires a Tier III drug.

~~d.~~ The Town shall pay 90% of the premiums for the HMO health and dental insurances relating to an Employee's coverage and 90% of the premiums relating to the Employee's spouse and dependent children and the employees shall pay 10% of the premiums.

e. Employees shall be eligible for participation in the current Dental Plan and HMO health insurance plan or, at the Town's option, in another Dental and HMO plan that provides significantly comparable coverage and Employee out-of-pocket costs.

f. The parties agree that, not later than December 1, 2013, they shall meet to discuss and review the possibility of implementing new healthcare options, including those offered by the Northern New England Benefit Trust. It is expressly understood that there shall be no changes made, unless such a change is approved by both parties.

## 2. *Life Insurance*

a. Employees shall receive the following term life insurance coverage, and the Town shall pay 100% of the related premiums.

Employees Life and Accidental Death & Dismemberment:

Equal to base yearly salary on July 1 of the given fiscal year (rounded to nearest $1, 000).

| | |
|---|---|
| Spouse life: | $ 1,000 |
| Child life - 6 months and older: | $ 500 |
| Child life - under 6 months: | $ 100 |

b. The supplemental life insurance program that is currently available for full-time employee participation at the employee's own expense shall continue to be offered solely at the Town's option, so long as it remains obtainable from an insurance carrier.

## 3. *Disability Insurance*

a. Employees shall receive short-term disability insurance coverage providing a weekly benefit equal to the lesser of 70% of their effective weekly wages or $700.00 for a 26-week period. This benefit shall be payable from the first day of a covered accident or the eighth day of a covered illness.

b. The Town shall pay 100% of the related premiums.

c. During a covered absence, an Employee shall be paid 100% of his or her effective weekly wage by the Town, and such payments shall be charged against the Employee's accrued sick leave balance until exhausted and then, if necessary, against his accrued vacation balance. Town payments shall be discontinued when both accrued leave balances have been exhausted. If an Employee delivers to the Finance Department prior to the exhaustion of his accrued sick leave a written request that his accrued vacation leave not be so utilized, Town payments shall be discontinued when his accrued sick leave balance has been exhausted. While the Town is making such payments to the Employee, all related disability benefit checks from the insurance carrier shall be endorsed to the Town and credited to the Employee's accrued leave balances.

d. An Employee that becomes eligible for a weekly disability benefit must apply for that benefit.

e. The Town and/or its disability insurance carrier shall have the right to request updates of medical information during a covered absence and to designate a physician for a related medical examination, for which the Town shall pay the cost.

f. Any covered absence must be supported by a physician's statement that outlines the nature of the Employee's disability and that provides an estimated date for the Employee's return to full duty. Immediately upon an Employee's return to duty from a covered absence, he shall provide to the Town a physician's statement certifying as to the Employee's fitness for duty.

g. During a covered absence, no Employee shall engage in any form of employment.

## 4. *Workers Compensation*

a. Employees shall receive workers compensation insurance coverage as prescribed by, and to the extent required by, the laws of the State of New Hampshire.

b. The Town shall pay 100% of the related premiums.

c. During a covered absence, an Employee shall be paid 100% of his or her base weekly wage by the Town, and such payments shall not be charged against the Employee's accrued sick leave balance. While the Town is making such payments to the Employee, all related workers compensation benefit checks from the insurance carrier shall be endorsed to the Town.

d. An Employee that becomes eligible for a workers compensation benefit must apply for that benefit.

e. The Town and/or its workers compensation insurance carrier shall have the right to request updates of medical information during a covered absence and to designate a physician for a related medical examination, for which the Town shall pay the cost.

f. Any covered absence must be supported by a physician's statement that outlines the nature of the Employee's disability and that provides an estimated date for the

Employee's return to full duty. Immediately upon an Employee's return to duty from a covered absence, he shall provide to the Town a physician's statement certifying as to the Employee's fitness for duty.

g. During a covered absence, no Employee shall engage in any form of employment.

## 5. *Unemployment Compensation*

a. Employees shall receive unemployment compensation insurance coverage as prescribed by, and to the extent required by, the laws of the State of New Hampshire.

b. The Town shall pay 100% of the related premiums.

6. During any paid absence of more than 30 calendar days, except one covered by workers compensation insurance, the Town will pay the Employee's group insurance premiums only for the first 12 weeks of the absence. Thereafter, the Employee may keep the insurance coverage in force by paying to the Town the related premiums for each month by the last day of the preceding month. An Employee's failure to pay premiums on a timely basis shall be sufficient grounds for the termination of insurance coverage. During any absence covered by workers compensation insurance, the Employee's group insurance premiums will continue to be paid fully by the Town.

7. Any questions or disputes concerning benefits paid by the insurance policies or plans described in this section shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance procedure included in this Agreement. The failure of any insurance carrier to provide any benefit for which it has contracted or for which it 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 by this Agreement. Nothing in this Agreement shall be so construed as to relieve any insurance carrier from any liability that it may have to the Town, to any Employee, or to any beneficiary of an Employee.

8. Ambulance Service. In accordance with the policy established by the Board of Selectmen on May 4, 1978 and until such time as the policy might be changed, employees will not be charged for ambulance service which is provided by the Merrimack . Ambulance Rescue Service (MARS)

## ARTICLE XV WAGES

1. **Wages.** During the term of this contract, 2013 through 2016, the Performance Evaluation and Merit Pay Plan outlined herein shall be suspended and wage increases shall be in the form of a lump sum added to the employee's base wage as shown below. The merit pay plan shall then resume for any subsequent contract terms. Wage increases shall be:

   Fiscal Year 2013-14 – Increase wages one thousand five hundred dollars ($1,500)
   Fiscal Year 2014 – 15
   Fiscal Year 2015 – 16

2. All raises shall be effective as of the first full pay period in July in each year of this contract, for the duration of this contract.

3. The Union agrees that the Town may convert to bi-weekly payroll once all other Unions have agreed to convert to bi-weekly pay. Management shall have the sole discretion to place new hires in the scale at a wage commensurate with the new employee's skill and relevant experience.

4. **Performance Evaluation and Merit Pay Plan.** Each employee shall receive a pay increase annually according to the results of the employee evaluation. Each employee shall receive a merit increase ranging from 0% - 3% during the term of this contract pursuant to the Performance Evaluation and Merit Pay Plan set forth in Appendix A. Individuals shall be evaluated in the month of May each year, so that wage increases go into effect July 1 of that year.

5. The evaluation process shall be a rating system where points are distributed based on a level of performance.The Town shall utilize the Evaluation form attached as Appendix B.

6. **Severance Pay.** In the event of involuntary terminations (other than terminations for cause) of a unit member who has been employed by the town for more than three consecutive years from the hire date, that member shall receive the following:

   a. All accrued vacation hours shall be paid at the rate of 1 X base hourly wage/salary X vacation hours.

   b. All accrued sick leave hours shall be paid at the rate of *.50* X base hourly wage/salary X sick leave hours.

   c. The floating holiday, if not already taken that year, shall be paid at the rate of 8 hours X base hourly wage/salary.

   d. Unused personal time shall be paid at the rate of 1 X base hourly wage/salary X personal time hours.

   e. One week (forty hours) of the base wage/salary shall be paid for every two

years of town service, to a maximum of eight weeks of pay.
If a termination is for cause, an employee shall only receive payment for any accrued vacation time.

7. Pagers/Cell Phones. An employee will be paid one hour at 2.0 times their base hourly rate for each 24-hour period that the employee is required to wear a pager. Those foreman that are designated to carry a cell phone for on-call purposes, shall receive one hour of additional base pay for each 24 hour period that the employee is required to have the cell phone on for on-call purposes.

## ARTICLE XVI BOOT/CLOTHING/UNIFORMS (NEW)

1. The Town of Merrimack shall annually provide a Boot Allowance of One Hundred Thirty dollars ($130.00) to all employees covered. The following positions shall be excluded from the boot allowance:

Clerk Typist II/Dispatcher
Laboratory Manager
Secretary/Scale Operator
Secretary

2. The Town of Merrimack shall provide a "uniform service" to each employee covered by this collective bargaining agreement. While on duty, employees receiving this 'uniform service' shall wear such uniforms as appropriate.

a) Those members who work in job functions which make it inappropriate to wear a uniform of the type provided by the Town as part of the Uniform service, shall receive a clothing allowance of *$255.00* in lieu of the uniform service. The department head shall establish and maintain a list of those positions which receive a clothing allowance in lieu of the uniform service.

## ARTICLE XVII LABOR MANAGEMENT ADVISORY COMMITTEE

1. The Town and the Union, desiring to effectively maintain a stable labor-management relationship and avoid controversy in the future, have agreed to establish a Labor-Management Committee.

2. The purpose of this committee is to discuss, explore, and study problems referred to it by the parties to this agreement.

3. To provide for frank and open discussions, the committee shall have no authority to change, delete, or modify any of the terms of the existing agreement or to settle or discuss grievances. Discussions will be of an overall safety, future projects, informational topics type agenda.

4. The committee shall consist of the Director of Public Works and three (3) representatives of the bargaining unit.

## ARTICLE XVIII SEPARABILITY AND SAVINGS

If any provision of this agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, laws, ordinances and regulations of the United States of America and the State of New Hampshire, all other provisions of this 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 a substitute provision. 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 XIX ENTIRE AGREEMENT

1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

2. 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 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 parties at the time they negotiated or signed this agreement. This agreement may only be amended during its term by the parties'

mutual agreement, in writing.

3. 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 XX DURATION OF AGREEMENT

1. This agreement shall be effective as of July 1, 2013 and shall be in full force and effect, as amended, through June 30, 2016.

2. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and fifty *(150)* days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than one hundred and twenty (120) days prior to the anniversary date. Any period between the expiration of this agreement and the effective date of its replacement shall be governed by the laws of the State of New Hampshire.

3. It is agreed that the terms of this agreement (2009-2013) shall be placed on the Town Warrant as a separate warrant article. Notwithstanding, the Union reserves the right under future contracts to request that the monetary items outlined in the then agreement(s) be placed in the general operating budget of the Town and that failure of that operating budget to pass will cause this entire agreement to become null and void and will require that negotiations be reopened. The Union assumes any risk associated with placing cost items in the operation budget.

Signed this 12 day of July 2013.

FOR THE UNION:

Chief Negotiator
Jeffrey Padellaro

Representative of Local
Davd W. Laughton
Secretary-Treasurer

Kevin P. Foley
Business Agent

FOR THE TOWN OF MERRIMACK

For the Town

# Appendix A - Performance Evaluation and Merit Pay Plan

Evaluations shall be completed by each employee's supervisor by May 30 each year. Trial period employees and employees hired, rehired or promoted after January 1st of any given year are not eligible for a merit increase until the first July after they have completed one year of service in their position. The effective date for any merit increase will be the Sunday within the first full pay week in July.

After the employee's supervisor (s) has completed their evaluation, the employee and his/her immediate supervisor at that time 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.

All evaluations shall be reviewed by the Director of Public Works to ensure that the evaluation process has been administered fairly and equitably. The director will recommend wage changes based on the evaluations, and forward the results to the Town Manger.

The Town Manager will review the evaluations and approve wage changes based on such review. The Town Manager may disapprove a recommended wage change, or approve a higher-than-recommended wage increase, with a detailed explanation of the reasons for the disapproval or increase.

Evaluation forms shall become a permanent part of the employee's personnel record.

An employee who receives an evaluation of marginal or lower and who believes he/she has not be properly evaluated, or believes he/ she has been treated unfairly or inequitably, may process a grievance under this contract.

Employees shall not be evaluated in areas for which they have not been trained or are not requirements of the job. In each area where an employee is scored below average, he/she shall be notified in the evaluation of what specific corrective actions(s) are necessary to achieve a fully acceptable evaluation.

The actual evaluation forms to be used shall be attached to this contract. These forms shall remain in force until replaced or amended according to the provisions of the next paragraph.

The Town shall have the right to determine the final structure and content of the performance evaluation forms. No change in the structure or content of the performance evaluation form may

be made by the Town, however, unless the Town has notified the Union in writing of the specific proposed changes not less than thirty (30) days prior to the effective date of the proposed changes.

The Union shall have the right to provide input and comment on the proposed changes. Such input and comment must be submitted to the Town no later than fifteen *(15)* days prior to the effective date of the proposed changes. The Town may withdraw any proposed changes at any time during the thirty (30) day comment period.

Wage adjustments shall be entirely based on merit. Merit wage adjustments shall range from 0% up to 3%.

The Town shall evaluate employees using the Town's Employee Performance Appraisal/Evaluation forms (attached as Appendix B). Points will be assigned as follows:

- Each Excellence rating = .30% increase
- Each Success rating =.20% increase.
- Each Needs Improvement (some) rating = .10% increase
- Each Needs Improvement (much) rating = 0% increase

Unless otherwise stated in the employee's collective bargaining agreement, the pay rate of any employee shall not be adjusted so as to fall above or below the established wage ranges for their given position. See attached Wage Scales, Appendix A-1.

Those employees whose pay rate falls above the established wage scale on the date that this policy is adopted shall not receive a wage adjustment until such a time as their wage falls within the established wage scale.

# Appendix A-1 – WAGE SCALES

| Wage Ranges - Fiscal Year 2013-14 | | |
|---|---|---|
| Position | Low | High |
| Wastewater Chief Operator | $34,549 | $75,581 |
| Industrial Pretreatment Manager | $34,549 | $74,591 |
| Laboratory Manager | $34,549 | $74,337 |
| Wastewater Maintenance Manager | $47,715 | $74,591 |
| Equipment Maintenance Foreman | $38,129 | $65,559 |
| Secretary/Scale Operator | $28,817 | $44,157 |
| Secretary | $28,817 | $43,542 |
| Solid Waste Foreman | $43,160 | $63,861 |
| Roads and Bridges Foreman | $41,974 | $68,274 |
| Construction and Highway Foreman | $41,974 | $68,274 |
| Parks and Recreation Foreman | $41,974 | $68,274 |

| Wage Ranges - Fiscal Years 2014-15 and 2015-16 | | |
|---|---|---|
| Position | Low | High |
| Wastewater Chief Operator | $34,549 | $75,581 |
| Industrial Pretreatment Manager | $34,549 | $74,591 |
| Laboratory Manager | $34,549 | $74,337 |
| Wastewater Maintenance Manager | $47,715 | $74,591 |
| Equipment Maintenance Foreman | $38,129 | $65,559 |
| Secretary/Scale Operator | $28,817 | $44,157 |
| Secretary | $28,817 | $43,542 |
| Solid Waste Foreman | $43,160 | $63,861 |
| Roads and Bridges Foreman | $41,974 | $68,274 |
| Construction and Highway Foreman | $41,974 | $68,274 |
| Parks and Recreation Foreman | $41,974 | $68,274 |

# APPENDIX B - EVALUATION

## TOWN OF MERRIMACK, NEW HAMPSHIRE
## EMPLOYEE PERFORMANCE APPRAISAL

### Part I – Administrative Data

| | |
|---|---|
| a) Name (Last, first, middle initial) | b) Anniversary date |
| c) Department | d) Division |
| e) Type of appraisal ☐ Mid Year ☐ Anniversary ☐ Probationary | ☐ Special (reason): |
| f) Period of report (dates) From: Through: | g) Number of months rater supervised this person during this period: |

### Part II – Job Description

| | |
|---|---|
| a) Employee's job title: | b) Years/months worked in this position: |

Brief description of principal duties and scope (include, as appropriate, management and accountability for people, equipment, facilities, dollars). List major goals if appropriate.

### Part III – Performance Appraisal

Instructions: Mark only one block in each category. *"Success"* means the employee met all of the standards at least as well as most others. *"Excellence"* is marked if the employee's performance exceeded most others, and *"Needs Improvement"* is marked if the employee did not meet standards as well as most others. Rating of *"Excellence"* or *"Needs Improvement"* REQUIRE specific comments on reasons in the comments block. Comments are optional for *"Success"* ratings, but are encouraged.

| | |
|---|---|
| a) ATTENDANCE:<br>– Present for work<br>– Arrived / departed on time<br>– Returned from breaks on time<br>– Timely notification of absences<br><br>EXCELLENCE (exceeded standard) ☐ SUCCESS (met standard) ☐ NEEDS IMPROVEMENT (some) ☐ (much) ☐ | Comments: |
| b) DEPENDABILITY:<br>– Could be found at work station<br>– Stuck to the job<br>– Did job on own, minimal supervision<br>– Self-motivated<br><br>EXCELLENCE (exceeded standard) ☐ SUCCESS (met standard) ☐ NEEDS IMPROVEMENT (some) ☐ (much) ☐ | Comments: |
| c) QUALITY OF WORK:<br>– Met deadlines<br>– Accurate results<br>– Neatly done<br>– Thoroughly done<br>– Got the tasks accomplished<br><br>EXCELLENCE (exceeded standard) ☐ SUCCESS (met standard) ☐ NEEDS IMPROVEMENT (some) ☐ (much) ☐ | Comments: |

d) ATTITUDE:
- Served the public
- Interested in what is going on
- Helps co-workers (cooperation)
- Acted on supervisor's requests
- Tactful, considerate, helpful

EXCELLENCE (exceeded standard) ☐ SUCCESS (met standard) ☐ NEEDS IMPROVEMENT (some) ☐ (much) ☐

Comments:

e) SAFETY CONSCIOUSNESS:
- Followed safety rules
- Careful of co-workers' safety
- Used equipment correctly

EXCELLENCE (exceeded standard) ☐ SUCCESS (met standard) ☐ NEEDS IMPROVEMENT (some) ☐ (much) ☐

Comments:

f) ADAPTABILITY / COMPREHENSION:
- Learned the needed skills
- Adjusted to the unexpected
- Made sound, logical decisions

EXCELLENCE (exceeded standard) ☐ SUCCESS (met standard) ☐ NEEDS IMPROVEMENT (some) ☐ (much) ☐

Comments:

g) COMMUNICATION:
- Could communicate thoughts orally
- Could communicate thoughts in writing
- Participated in problem solving
- Fostered good relations with public

EXCELLENCE (exceeded standard) ☐ SUCCESS (met standard) ☐ NEEDS IMPROVEMENT (some) ☐ (much) ☐

Comments:

h) APPEARANCE / PHYSICAL FITNESS:
- Attire was appropriate for the job
- Necessary strength and agility
- Stamina to finish the job

EXCELLENCE (exceeded standard) ☐ SUCCESS (met standard) ☐ NEEDS IMPROVEMENT (some) ☐ (much) ☐

Comments:

i) LEADERSHIP / CONFIDENCE:
- Made decisions
- Planned and organized tasks
- Could teach skills to others
- Achieved compliance with standards

EXCELLENCE (exceeded standard) ☐ SUCCESS (met standard) ☐ NEEDS IMPROVEMENT (some) ☐ (much) ☐

Comments:

j) GOAL ATTAINMENT:
- Set challenging but achievable goals for self and any subordinates
- Action supported town goals (a *team player*)
- Support of co-workers' goals
- Met the goals

EXCELLENCE (exceeded standard) ☐ SUCCESS (met standard) ☐ NEEDS IMPROVEMENT (some) ☐ (much) ☐

Comments:

## Part IV – Overall Performance and Potential

a) Overall potential for promotion or more responsibility:

Among the best ☐ Fully Capable ☐ Marginal ☐ Not Ready ☐

b) For continued development, this employee should pursue the following schooling, training or experience:

## Part V – Authentication

a) Rating Supervisor's Name & Title:

(Name) (Title)

b) Signature / Date:

Signature Date

Rating Supervisor's General Comments on Performance and Potential:

c) Intermediate Reviewer's Name and Title (Optional)

(Name) (Title)

d) Intermediate Reviewer's Signature:

Signature Date

e) Intermediate Reviewer Optional Comments:

f) Senior Reviewer Name (Department Head, Town Manager, or Designee)

(Name) (Title)

g) Senior Reviewer's Signature:

Signature Date

h) Senior Reviewer Optional Comments:

## Part VI – Employee Certification

I understand that my signature does not constitute agreement or disagreement with this appraisal. I have seen this appraisal completed through Part V.

Employee's signature _____ (Signature) _____/_____/_____ Date

Employee's comments (optional; additional pages may be used.)

☐ I do not wish to comment ☐ Comments follow

## ADMINISTRATIVE SERVICES OFFICE USE ONLY

a) Reviewed for completeness and placed in personnel file: _____ (initials) _____/_____/_____ (date)

b) Copies sent to Dept. Head and to Employee: _____ (initials) _____/_____/_____ (date)

## CONTINUATION SHEET

MEMORANDUM OF UNDERSTANDING

# PROMOTIONS

The parties have agreed that when promotions of bargaining unit employees are to be considered, the Town shall meet with the Union's President, or his designee, to discuss the details of the promotion so as to allow the person being considered the opportunity to accept or reject the promotion.

For the Union For the Town of Merrimack

President, Local