

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION NO. 633 OF NEW HAMPSHIRE

Affiliated with the
International Brotherhood of Teamsters

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CONTRACT BETWEEN LOCAL 633 OF NH AND :

TOWN OF PETERBOROUGH

COMPANY

FOR THE TERM OF: 7/01/08 - 6/30/11

DATE MAILED: January 16, 2008



COLLECTIVE BARGAINING AGREEMENT

by and between

TOWN OF PETERBOROUGH, N.H.

and the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 633

Term

July 1,2008

Through

June 30,2011



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AGREEMENT

The Town of Peterborough (hereinafter referred to as the "Town") and the International Brotherhood of Teamsters Local 633 (hereafter referred to as the "Union") hereby agree as follows:

ARTICLE I

RECOGNITION

Section 1.

The Town hereby recognized the International Brotherhood of Teamsters Local No. 633, as the exclusive representative, pursuant to the provisions of New Hampshire RSA 273-A for all regular full-time and regular part-time employees in the positions of truck drivers, laborers, heavy equipment operators, mechanic, landfill and recycling attendants as listed in Certification M-0700, dated May 18, 1994 and utility support laborer and utility technicians I & II, effective July 2000.

Additionally, it is agreed that the following positions and employees are specifically excluded from recognition or coverage under this Agreement: Director of Public Works and Highway Superintendent, Director of Public Works Secretary, all other Department Heads, all other supervisors, professional and confidential employees, persons in a probationary or temporary status, employed seasonably, irregularly or on call, and all other employees of the Town.

Section 2.

It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated or other law shall be no way be obligated or limited by any of the provisions of this Agreement, and to the extent that any provision of this Agreement is inconsistent with any such law, the provision(s) of law shall prevail.

ARTICLE II

MANAGEMENT RIGHTS

Section 1.

Except as specifically limited or abridged by the terms of the Agreement, the management of Town Departments in all its phases and details shall remain vested exclusively in the Town and its designated agents. The Town and its agents shall have jurisdiction over all matters concerning the management of Town Departments, including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of rules and regulations, the establishment of qualifications for employment, the establishment of

work and productivity standards, the right to hire, supervise, discipline or discharge, transfer, and relieve employees from duty for lack of work or funds, the right to decide job classifications, the right to abolish positions, the right to determine the methods, processes and manner of performing work and the general control of all of the operation of Town Departments in all its phases and details as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws.

Section 2.

It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically enumerated herein. The Town shall retain all rights and authority exercised prior to the execution of the Agreement, except as modified in this Agreement. The Town not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed to be waiving its right to exercise such function or preclude the Town from exercising the same in some other way not in conflict with the express provisions of this Agreement. It is further specifically agreed that this Article and the exercise of any management right herein shall not be subject to any grievance proceeding as hereinafter set forth.

ARTICLE III
EMPLOYEE RIGHTS

Section 1.

The Town and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union, or to discriminate against any employee because the employee has given testimony, or taken part in a grievance procedure, or proceedings of the Union.

Section 2.

The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, marital status, age or disability. All such claims under this Section shall be processed through the grievance procedure herein before taking action with State or Federal agencies.

ARTICLE IV
SEXUAL HARASSMENT

Section 1.

The Town will not tolerate the sexual harassment of any employee, or any other person dealing with the Town. Conduct will be considered sexual harassment if:

- a. Submission to or rejection of a request for a sexual favor is used as the basis for employment decisions affecting the person who did the submitting, or rejecting; or
- b. Submission to a request for sexual favors is made either explicitly or implicitly a condition of the individual's continued employment; or
- c. Unwelcome sexual advance and other verbal or physical conduct of a sexual nature interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Section 2.

All employee complaints of sexual harassment shall be referred immediately to the employee's supervisor or the Town Administrator and be reported to the Union Business Agent. The matter will be promptly investigated. Confidentiality will be maintained to the extent possible consistent with the need to conduct a prompt and thorough investigation of a complaint. Retaliating or discriminating against an employee for complaining, about sexual harassment is prohibited.

Section 3.

Any instance of sexual harassment as described herein, any act of retaliation, or any failure to cooperate in the investigation or resolution of a sexual harassment complaint may result in disciplinary action or termination.

ARTICLE V
PROBATIONARY PERIOD

Section 1.

All new employees shall serve a probationary period of ninety (90) days from the date of hire and during this period shall be classified as probationary employees. The Town may extend the probationary period for an additional sixty (60) days to further evaluate the employee's performance. Upon successful completion of the probationary period or an extension thereof, an employee shall be classified as a regular employee.

Section 2.

Probationary employees are considered employees at will and may be terminated with or without cause, and shall not be entitled to representation by the Union.

ARTICLE VI

UNION CHECK OFF

Section 1.

The Union shall submit to the Town a card authorizing a dues check off and a card authorizing a drive check-off for each employee. Such card shall indicate the amount of the deduction, the date the deduction starts, the date the deduction ends (if applicable), and shall be signed by the employee.

The Town shall deduct the dues check-off and drive check-off amounts from the employee's first paycheck of each month and said sum shall be paid to the Union. The Union agrees to hold the Town harmless from any claim or liability arising out of its deduction of said amounts and payment to the Union under this article.

Section 2.

Employees will be allowed to participate in the Credit Union currently used by the Town of Peterborough. Employees will also be allowed to participate in the Teamsters Credit Union known as the New England Teamsters Federal Credit Union, provided that the Town has the processing capability.

Section 3.

The Town agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to Granite State Teamsters, Democrat, Republican, Independent Voter education (Herein referred to as D.R.I.V.E.).

D.R.I.V.E. shall notify the Town of the amount (by way of a signed authorization card) designated from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any other week than a week in which the employee earned a wage. The Town shall transmit to the Teamsters Local 633 of NH on a monthly basis, in one check the total amount deducted along with the name of the employee on whose behalf the deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

ARTICLE VII

SENIORITY

Seniority shall be measured from the last date of hire of an employee. Seniority shall terminate upon the occurrence of one of the following events:

Retirement.

Discharge for just cause.

Resignation.

Lay off for one (1) year.

Absence due to non-work related illness or accident in excess of six (6) months.

Failure to return from lay off within fourteen (14) calendar days of notification.

This definition of seniority and parts thereof shall have force and effect only with respect to provisions of this Agreement specifically requiring the Town to make personal decisions in whole or in part on the basis of seniority.

ARTICLE VIII

LAY-OFF AND RECALL

Section 1.

In the event of layoff, part time employees shall be laid off first. All other employees shall be laid off on the basis of the least qualified to perform the remaining job(s) in their respective classification being laid off first. It is understood that an employee retained must be qualified to perform the available work, as determined solely by the Town. In the event a senior employee to be retained would experience a change in employment status from full time to part time or from part time to full time, said senior employee shall be extended the option of layoff in lieu of the less senior employee scheduled for layoff.

Section 2.

In the event of recall, employees shall be recalled in accordance with the qualifications necessary, as determined solely by the Town for the available positions in each job classification.

Recalled employees shall be mailed a recall notice to the last know address on Town records. It shall be the employee's responsibilities to update such mailing address as necessary. An employee who fails to return to work within fourteen (14) calendar days of the mailing of the recall notice shall lose all recall rights and seniority.

Recall rights shall continue for one (1) year after date of lay-off of the employee.

ARTICLE IX
JOB POSTING

Section 1.

When a union position vacancy occurs as a result of the establishment of a new position or retirement or termination of a current employee, the Town shall post a notice indicating the position, its pay grade, the qualifications required and the normal working hours for the position, which shall be subject to change at the discretion of the Town.

Section 2.

The job posting shall be left on the bulletin board for five (5) working days and all employees in the bargaining unit shall be eligible to sign up to indicate their interest in filling the position. Nothing in this posting procedure shall be deemed to limit the Town's right to seek applicants for the position from outside the particular Department.

ARTICLE X
OVERTIME

Section 1.

Overtime will be assigned on a rotating basis among qualified employees within the job classification. It shall be the duty of all able-bodied employees to make themselves available during emergency, and special projects situations, as determined by the Department Head. Refusal to work during such situations, without justification, as determined by the Department Head, may result in disciplinary action.

Section 2.

Employees shall receive time and one-half for all hours worked in excess of forty (40) hours in a week. Holiday, Vacation, and Workers' Compensation hours shall be considered as hours worked for purposes of computing overtime.

Section 3.

It is understood by the parties that this Section shall not be deemed to prohibit or limit the use of temporary personnel when the Department Head determines that it is necessary.

ARTICLE XI

CALL-IN AND STANDBY TIME

Section 1.

Employees called in to work outside of their regularly scheduled working hours after leaving the work premises, will be paid for time actually worked with a minimum of three (3) hours at the employees classified hourly rate, except in instances where the employee is coming in to perform authorized scheduled overtime in which case the employee will be paid the employee's classified hourly rate of pay only for hours worked except as otherwise provided in ARTICLE X OVERTIME, Section 2.

Section 2.

Employees subsequently called in within three (3) hours of their last call-in, shall not receive the call-in premium.

Section 3.

The Department of Public Works utilizes, on an as needed basis, a stand-by system which shall be administered as follows:

- a) The standby period is from 7:00 a.m. Friday until 7:00 a.m. the following Friday;
- b) The standby employee shall carry a pager provided by the Department, must stay within a ten (10) mile radius of the Town, and must respond within fifteen (15) minutes from the initial page as recorded by the Police Department or Keene Mutual Aid, whichever originates the call;
- c) Failure of the standby employee to comply shall result in a two (2) day suspension without pay for the first offense and termination for the second offense; and
- d) Standby employees shall be compensated eight (8) hours at time and one half for the standby period specified in a) above plus their classified rate of pay with a one (1) hour minimum for each page call out. The standby employees shall be compensated twelve (12) hours at time and half when a holiday falls within the standby period.

ARTICLE XII
DISCIPLINARY PROCEDURE

Section 1.

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

Section 2.

Prior to a written warning being issued, the Supervisor will hold a discussion with the employee to whom the warning is to be issued to. The purpose of this is to get both sides of the story and maybe prevent a warning being issued.

Section 3.

All suspensions and discharges must be stated in writing with reasons stated and a copy given to the employee and a courtesy copy will be provided to the Union representative.

Section 4.

Just cause for immediate discharge without prior discipline shall be:

- A. Insubordination.
- B. Consumption of or under the influence of alcohol while on duty.
- C. Using, selling or being in possession of illegal drugs or drug paraphernalia while on duty or being under the influence of illegal drugs while on duty.
- D. Fighting.
- E. Unauthorized absence for three (3) days without calling the Department.
- F. Stealing.
- G. Commission of a felony.
- H. Dishonesty.
- I. Immoral conduct.
- J. Falsification of records.
- K. Endangering the public or other employees.

- L. Absenteeism
- M. Other serious offenses justifying discharge.

Section 5.

All employees shall have the right to review their personnel records during, normal Town Office working hours.

ARTICLE XIII

LEAVE OF ABSENCE

Section 1. Family and Medical Leaves of Absence

General Provisions

Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), all employees who worked at least 1,250 hours during the prior twelve (12) months are entitled to take not more than twelve (12) work weeks unpaid FMLA leave of absence in a twelve (12) month period (as defined below) in the event of:

- (A) the birth of a child in order to care for the child (leave must be taken within twelve (12) months of the birth);
- (B) an adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the placement);
- (C) a serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is not capable of self-care and the employee is needed for such care; or
- (D) a serious health condition of the employee which results in the employee's inability to perform his or her job.

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a rolling" twelve (12) month period measured backward from the date an employee begins any FMLA leave. Each time an employee begins a FMLA leave, he is eligible to use any of the maximum of twelve (12) weeks leave not used in the prior twelve (12) months. For example, if an employee has used eight (8) weeks of FMLA leave during the twelve (12) months prior to a new leave request, the employee is then eligible to take an additional four (4) weeks of leave. As further example, if an employee takes four (4) weeks of FMLA leave beginning September 1, 1994, and four (4) weeks of FMLA leave beginning December 1, 1994, an employee requiring additional FMLA leave on March 1, 1995, would have four (4) weeks of FMLA leave available. In other words, the number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the

twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks").

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs A and B above, must be taken all at once unless otherwise agreed to by the Town Administrator. If medically necessary, FMLA leaves due to illness as described in paragraphs C and D above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, the Town Administrator may require the employee to transfer temporarily to an alternate position which better accommodates periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

When a FMLA leave is approved, an employee's accrued, unused minimum annual usage earned time as provided in ARTICLE XIV, EARNED TIME, Section 3 will be included as part of the twelve (12) week leave requirement for an A, or B FMLA leave listed above. For example, an employee with eighteen (18) earned, unused days is required to use ten (10) of those days before taking not more than ten (10) additional unpaid weeks. In addition, for type A or B FMLA leave the employee may at his/her option utilize other accrued unused earned time to cover any period of otherwise unpaid leave. For type C and D FMLA leaves, an employee will be required to first use any accrued unused earn time before taking any part of such leave as unpaid.

When an employee requests any leave of absence which qualifies as leave under the FMLA, the Town Administrator may designate such leave as FMLA leave upon written notification to the employee.

Status of Employee Benefits

While on FMLA leave, employees may continue to participate in the Town's group health insurance in the same manner as employees not on FMLA leave. - In the event of unpaid FMLA leave, an employee shall pay to the Town Accountant the employee's share of any medical insurance premiums once per month in advance on the first day of each month. For contributions to a flexible spending account, if any, during any unpaid FMLA leave, such amounts must be withheld from the employee's last paycheck or checks. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control.

Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not accrue vacation. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original or a comparable position.

Basic Regulations and Conditions of Leave

The Town will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Town may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ, the Town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Company and the employee.

Notification and Reporting Requirements

When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Town operations. In cases of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to the employee's own illness, the employee must present a written authorization from his/her doctor stating, that the employee is ready to return to work.

Procedures

(A) A Request for Family and Medical Leave of Absence Form must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the Town Administrator or his/her designee for proper approvals. If possible, the form should be submitted thirty (30) days in advance of the effective date of the FMLA leave.

(B) AR requests for FMLA leaves of absence due to illness must include the following information attached to a completed Request for Family and Medical Leave of Absence Form:

Sufficient medical certification stating:

- 1) the date on which the serious health condition commenced;
- 2) the probable duration of the condition; and
- 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of FMLA leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

Coordination with Maternity Leave

The Town provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.

Maternity leave will be treated in the same manner as a type D FMLA leave of absence; that is, the employee is required to exhaust accrued, unused earn time followed by use of unused vacation and personal days, respectively, as may be needed time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability.

An employee who uses less than the Available Leave Weeks for type D leave for maternity may take additional type A FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

Coordination with Other Town Policies: Reference to FMLA and Federal Regulations

In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern. The FMLA and the FMLA federal regulations issued by the U.S. Department of Labor contain many limitations and qualifications for entitlement and governance of FMLA leave not stated herein. The terms of the FMLA and the FMLA federal regulations are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

Extensions

Upon the approval at the sole discretion of the Town Administrator, an employee may receive an extension of the FMLA leave of the absence for medical reasons without pay for a period beyond twelve (12) work weeks provided notice is given at least ten (10) work days prior to the commencement of said extension. An employee shall have no loss of accrued benefits or seniority, but will not continue to accrue any such benefits during said extension. Continuation of the health insurance benefit during the extension period shall be at employee expense.

Section 2. Other Personal Leave

Written personal leaves of absence without pay may be granted at the sole discretion of the Town Administrator for a period not to exceed thirty (30) days. An employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the employee.

Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted. Failure of the employee to report promptly for work at the expiration of the leave shall be cause for dismissal.

ARTICLE XIV

LEAVE TIME

VACATION LEAVE

Each eligible, full-time employee, after successful completion of the probationary period, shall be eligible for a leave with pay for the purpose of taking a vacation. For the purpose of this section, one (1) day shall be calculated as eight (8) hours. The employees may use the hours based on their regular working hours per day.

A. LENGTH OF VACATION

- (1) Each eligible full-time employee shall accrue annual vacation leave according to the following schedule:
 - a. upon completion of the first six months of continuous service – 5 days.
 - b. upon completion of the second six months of continuous service – 5 days.
 - c. upon completion of two years of continuous service - 10 days annually.
 - d. upon completion of five years of continuous service - 15 days annually.
 - e. upon completion of ten years of continuous service - 18 days annually.
 - f. upon completion of fifteen years of continuous service - 20 days annually.
 - g. upon completion of twenty years of continuous service - 25 days annually
- (2) An additional day of vacation leave will be granted to an employee who does not use sick leave in a four month period, January to April, May to August, September to December.

B. USE OF VACATION LEAVE Vacation leave may be taken all at once, several days at a time, in parts of days, or accumulated and carried over into the following year.

Employees will not be allowed to carry over more than one year's allocation of vacation leave into a subsequent year. Exceptions to this rule may only be granted by specific written permission of the Town Administrator after receipt of a written request is received from the employee with the written recommendation of the employee's department head. Employees are advised to take their vacation during the year in which it is earned. If an employee wishes to be paid prior to going on vacation, the employee should notify the finance director at least ten days in advance of the last working day before the vacation.

C. VACATION LEAVE Vacation leave will be allocated to each employee as vacation leave is earned and the balance of said leave will be shown on the pay slip of the employee. Vacation leave will begin to accrue upon completion of the initial probationary period.

D. VACATION SCHEDULING The department head will determine the annual vacation schedule, taking into consideration the best interest of the town, the particular needs of the department and the desire of the employee. A conflict in scheduling vacation leave among several employees will be resolved by the department head on the basis of particular assignments of employees, and upcoming department workload.

The employee is required to give a minimum notice of five (5) days to the Department Head regarding taking vacation leave.

E. VACATION LEAVE SETTLEMENT UPON TERMINATION OF EMPLOYMENT

1. Employees who are eligible for vacation and whose employment is terminated for any reason shall be paid an amount equal to all accumulated vacation pay earned but not taken.

2. An employee who has received advance vacation pay or taken a vacation which, upon termination of employment, has not been accrued will have the amount of the unearned vacation pay previously received deducted from his or her final compensation payment.

F. DEATH OF EMPLOYEE ELIGIBLE FOR VACATION Upon the death of an employee who is eligible for vacation, payment shall be made to the beneficiary listed in the employee's personnel file in an amount equal to the vacation pay earned but not paid.

G. VACATION AS SICK LEAVE Vacation time may be used by employees in addition to sick leave, with the approval of the Town Administrator.

H. SICKNESS WHILE ON VACATION With the approval of the Town Administrator, an employee who becomes ill while on vacation may change those days when ill to sick leave.

SICK LEAVE

All regular full time employees will be eligible for sick leave with full pay at the rate of one and one-half days for each two full months of continuous service. For the purpose of this section, one (1) day shall be calculated as eight (8) hours. The employees may use the hours based on their regular working hours per day.

Sick leave shall not be considered a privilege which an employee may use at his or her discretion, but shall be allowed only in the case of necessity and actual illness or disability of the employee, or because of illness in the employee's immediate family, or to take physical or dental examinations or other sickness prevention measures.

IMMEDIATE FAMILY shall include the following family members: Spouse, child, mother, father, brother, sister, or other relative living in the same household.

An employee who does not utilize sick leave in a four (4) month period, January to April, May to August, and September to December shall be credited with one additional vacation day. Such vacation day shall be taken at a time mutually agreeable to the employee and the Department Head.

A. ACCUMULATION OF SICK LEAVE Sick leave is accumulated on a continuous basis and may be accumulated to a maximum of ninety (90) days. Sick leave shall not accrue to any employee who is on sick leave for one full calendar month or more.

The balance of sick leave time shall be posted on each employee's pay slip as accumulated, as in the case of vacation time. Sick leave will begin to accrue at completion of the initial probationary period.

B. USE OF SICK LEAVE When all sick leave and accumulated sick leave has been used because of extended illness or injury, the employee may use his banked PDO or vacation leave in lieu of sick days.

C. REPORTING ABSENCE In order to receive compensation while on sick leave, the employee shall notify the department head as early as possible before the start of the regularly scheduled work day on each day of absence.

D. PHYSICIAN'S CERTIFICATE For absence under this section, the department head or Town Administrator may require a statement from a physician certifying the employee's illness after 3 days of absence.

E. SICK LEAVE SETTLEMENT UPON TERMINATION OF EMPLOYMENT

For employees employed by the Town for more than 10 years, the following sick leave reimbursements shall apply:

1. employees employed 10 to 20 years, sick leave reimbursement shall be 35% of sick leave accumulation.
2. employees employed 20 to 25 years, sick leave reimbursement shall be 40% of sick leave accumulation;
3. employees employed 25 to 30 years, sick leave reimbursement shall be 50% of sick leave accumulation;
4. employees employed 30 to 35 years, sick leave reimbursement shall be 60% of sick leave accumulation;
5. employees employed 35 to 40 years, sick leave reimbursement shall be 70% of sick leave accumulation;
6. and, employees employed over 40 years, sick leave reimbursement shall be 80% of sick leave accumulation.

F. DEATH OF EMPLOYEE ELIGIBLE FOR SICK LEAVE Upon the death of an employee who has accumulated sick leave, payment shall be made to the beneficiary of the deceased employee in an amount as stipulated in Section (E).

G. RECORDS OF ACCUMULATED SICK LEAVE The Finance Director will maintain a record of all credits and debits to the sick leave account of each employee. The employee may inspect this record at a time which is mutually agreeable to the employee and the Finance Director.

BEREAVEMENT LEAVE

In the event of death in the immediate family of any employee, the employee shall be granted up to three (3) days of paid leave of absence to make immediate household arrangements or to attend funeral services. For the purpose of this section, one (1) day shall be equal to eight (8) hours.

For the purposes of this section, immediate family shall mean the employee's spouse, mother, father, step-mother, step-father, foster mother, foster father, father-in-law, mother-in-law, grandmother, grandfather, grandchild, sister, brother, child, stepchild, foster child or any other relative living in the same household.

In the event of death in the non-immediate family of any employee, the employee shall be granted one (1) day of paid leave of absence to attend funeral services. Non-immediate family shall mean aunt, uncle, cousin, niece, or nephew.

BANKED PDO (For employees hired prior to 12/31/97)

In lieu of paid days off, this agreement includes vacation leave, sick leave, and bereavement leave. Any hours accumulated in the Banked Paid Days Off (PDO) by an employee hired before December 31, 1997, shall remain and be used for extraordinary circumstances or towards a severance package at retirement. The change over from PDO's to vacation leave, sick leave, and bereavement leave shall take place on the employee's anniversary date in calendar year 1998. The banked PDO's can be used under the following conditions:

- A. Banked PDO's can not be used to extend the employee's retirement or resignation date.
- B. Banked PDO's can be used for extended illness or injury with the written approval of the department head and the Town Administrator.
- C. Upon retirement, the Town will purchase the banked PDO's to a maximum of 120 days at the following percentages.

<u>Years of Service</u>	<u>Percent</u>	<u>Years of Service</u>	<u>Percent</u>	<u>Years of Service</u>	<u>Percent</u>
0-9	0	20	50.0	31	77.5
10	25.0	21	52.5	32	80.0
11	27.5	22	55.0	33	82.5
12	30.0	23	57.5	34	85.0
13	32.5	24	60.0	35	87.5
14	35.0	25	62.5	36	90.0
15	37.5	26	65.0	37	92.5
16	40.0	27	67.5	38	95.0
17	42.5	28	70.0	39	97.5
18	45.0	29	72.5	40+	100.0
19	47.5	30	75.0		

ARTICLE XV

HOLIDAYS

Section 1.

The following holidays in accordance with N.H. RSA 288:1 shall be paid holidays for all regular full-time employees. For the purpose of this section, a holiday shall be calculated as eight (8) hours.

- | | | |
|------------------------|------------------|------------------------|
| New Year's Day | Independence Day | Day After Thanksgiving |
| Martin Luther King Day | Labor Day | Christmas Day |
| Presidents' Day | Veterans' Day | |
| Memorial Day | Thanksgiving Day | |

In addition to the above, the Town will recognize one (1) floating holiday to be granted, Town schedule permitting upon thirty (30) days' notice by the employee.

Section 2.

If a full time regular employee is required to work on a holiday, with the exception of the floating holiday, the employee will be paid the employee's classified rate of pay for the hours worked on the holiday in addition to the employee's holiday pay.

Section 3.

In order to be entitled to holiday pay, the employee must work the scheduled day preceding and the scheduled day following the holiday unless the employee's failure to work on either day results from an authorized absence.

Section 4.

When a holiday falls on a Saturday, the holiday will be observed on Friday. When a holiday falls on a Sunday, the holiday will be observed on Monday.

ARTICLE XVI

MILITARY LEAVE

Any employee who is a member of the National Guard or Military Reserves, and is required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one year, and any such leave shall not affect the employee's annual earned time leave. The amount of compensation paid to such employee for such leave of absence shall be the difference between the employee's compensation for military activities (as shown by a satisfactory statement by military authorities giving the employee's rank and base pay) and the amount of the employee's regular weekly pay. If the employee's base pay for military service is equal to or greater than the pay due as a town employee for the period covered by such military leave, then no payment shall be made.

ARTICLE XVII

JURY DUTY

Full time employees who are called for jury duty, and must therefore be absent from work, will be given time off for the duration of their services as jurors.

Such employees will be paid the difference between their fees as jurors, exclusive of travel allowance, and their regular week's pay based on their regularly scheduled hours at the time called for jury duty.

Employees must submit to their Department Head necessary supporting documents to justify their claim for pay to make up the difference between their juror's pay and their regular week's pay.

ARTICLE XVII

EMPLOYEE IDEMNIFICATION

Section 1.

The Town shall defend all employees against any claims made against them arising out of an act or omission by the employee while acting in good faith within the scope of his/her employment. The Town shall indemnify all employees for any judgments entered against them arising out of any act or omission by the employee acting in good faith within the scope of his/her employment, to the extent that the claim is within the scope of coverage of an insurance policy maintained by the Town.

Section 2.

The obligation of the Town to defend and indemnify, shall not:

- a. extend to an act of alleged criminal conduct by members of the bargaining unit, or
- b. preclude discipline or discharge of the members of the bargaining unit for the conduct which gave rise to the claim.

ARTICLE XIX

EDUCATIONAL EXPENSES

Section 1.

The following education reimbursement policy will apply to members of the bargaining unit after one (1) year of service. The Town agrees to provide reimbursement for fifty percent (50%) of the cost of courses if all of the following are met:

1. Course reimbursement not to exceed two hundred dollars (\$200.00) per course and two hundred dollars (\$200.00) per employee per college semester.
2. Courses must be approved in advance by the Department Head.
3. Courses are related to the employee's job or is part of the approved career development program.
4. Not more than four hundred dollars (\$400.00) will be paid for any employee in any calendar year for course reimbursement.
5. Budgeted funds are available.

6. Successful completion of course work with a "C" or the numerical equivalent grade or better and satisfactory proof of attainment.

Section 2.

If a course is paid for in whole or in part through Federal or State Programs, then the Town will not reimburse for such a course, it being the intent of this Section to eliminate double payment for any course.

Section 3.

Education expenses shall include tuition, registration, books, supplies and course material upon document evidence of expenditure(s).

Section 4.

The restriction and requirements set forth above shall not apply to courses which the Town requests an employee to take during duty time.

Section 5.

If an employee attends Franklin Pierce College for an undergraduate degree, the employee shall receive a fifty (50%) discount on their tuition cost.

Section 6.

C.D.L Expenses; The Town will pay the costs of C.D.L. licensing exclusive of training.

ARTICLE XX

MILEAGE

Employees required or requested to use their personal vehicles in the course of their duty for Town business shall be reimbursed at the prevailing IRS rate.

ARTICLE XXI

HEALTH INSURANCE

Effective July 1, 2008, the Town shall provide for all eligible regular full-time employees and their dependents, Northern New England Benefit Trust Network Blue HMO Plan or a Northern New England Benefit Trust comparable plan. Such plan shall have an open enrollment period on each renewal date where the employee may enroll in the plan or waive coverage to enroll in the Town's other insurance program.

The Northern New England Benefit Trust insurance premiums shall be shared by the Town at eighty (80%) and the employee at twenty percent (20%). The employee shall pay his portion through a payroll deduction.

ARTICLE XXII

LIFE INSURANCE

Section 1.

Life Insurance for the full time employees shall be provided by the Northern England Benefit Trust, Plan A coverage.

Section 2.

The Town shall provide a short term disability plan and a long term disability plan for all full time employees.

ARTICLE XXIII

WAGES

Section 1.

The Town and the union hereby agree to the wage classification schedule (Appendix A), effective April 2008.

Section 2.

1. In July of each year, performance evaluations will be completed on all union employees with clear goals established for the current year.
2. Using each employee's overall performance rating from the July evaluation and their current pay rate (quartile), the department head will determine (by individual employee) what percent increase each employee will receive. The percentage increase will be based on the merit grid (Appendix B). Increase in wages will range from zero to 8.5%, the highest percentage on the merit grid. Increases in wages will be in the first paycheck in the month of October for each calendar year.

Section 3.

At the end of each calendar year, the employee wage classification schedule will increase by the annual percentage received by Social Security Recipients.

Section 4.

Any employee serving as a Peterborough Call Firefighter shall be compensated for the hours fighting a fire at the pay rate established for call firefighters in addition to the normal rate of pay that they would receive if a fire call is responded to during the period normally would be working for the Town.

ARTICLE XXIV

WORKERS' COMPENSATION

Absence of an employee for causes occurring while engaged in working for the Town and covered by Workers' Compensation as specified by the laws of the State of New Hampshire, shall be treated as follows:

- a. He/she shall receive, from the Town's insurer, Workers' Compensation in a dollar amount and for a period of time specified by State law.
- b. In order that the employee's income will not be interrupted by delayed receipt of Workers' Compensation, the Town will advance to the employee an amount equal to the employee's weekly pay, computed as if the employee was present for duty and working on all normal work days (and paid holidays) up to the time Workers' Compensation begins or is denied. For this procedure to be followed, the employee must agree, in writing that upon receipt of the Workers' Compensation check, payment back to the Town will be made in the amount received for the period in which the Town has paid. Any Town funds received by the employee beyond what has been received Workers' Compensation Insurance shall either be deducted from the employee's accrued Earned Time or the employee may pay the Town back with a cash payment.
- c. When Workers' Compensation has started, the employee may request, accrued Earned Time to be charged proportionately to the difference between Workers' Compensation wages and the employee's normal pay (no overtime). Earned Time may be used until all accrued Earned Time is exhausted.
- d. If the employee has deductions for health insurance or other qualified deductions, the amounts for these deductions shall either be taken from accrued Earned Time or the employee will pay the Town the appropriate weekly amount.
- e. Incidents which may result in awarding Workers' Compensation must be reported to the Town Administrator's Office within forty eight (48) hours to ensure prompt processing of claims and proper compliance with insurance laws.

After a reasonable length of time, the Town reserves the right to have two (2) physical examinations made to determine the minimum physical condition of the employee for continued employment. These examinations will be made at the discretion of the Town Administrator, and the cost of said examinations will be borne by the Town of Peterborough.

ARTICLE XXV

UNIFORM ALLOWANCE

The Town shall provide full-time employees with uniforms through a rental service. The cost of such rental uniforms shall be borne equally between the Town and the employee.

The employee may purchase work boots and submit the original receipt to the Town for reimbursement. Such reimbursement shall be at fifty (50) percent of the cost to a maximum of \$80 per year.

ARTICLE XXVI

NO STRIKE/NO LOCKOUT

Section 1.

Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdown, picketing of any kind while on duty, multiple resignation, withholding of services or curtailment of work or restrictions of interference with the operations of the Town or department thereof during the term of this Agreement. In the event of any such activity, the Town shall not be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased. The Town will not lock out any employees during the term of this Agreement.

Section 2.

Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1 of this Article, the Union shall forthwith disavow any such activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article shall be subject to immediate discharge.

ARTICLE XXVII

SEPARABILITY CLAUSE

Should any article, section, or portion thereof of this Agreement be in violation of a Federal or a State law or Municipal ordinance, or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the

specific article, section or portion thereof directly specified in the decision upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE XXVIII

SHOP STEWARD

Section 1.

The Town agrees to recognize one (1) Shop Steward and one (1) Alternate Shop Steward, who will serve in the absence of the regular Shop Steward. If a situation should arise which threatens to disrupt the workplace when the Shop Steward is on duty, the Town Administrator or a designee will attempt to schedule times or meetings so as not to lessen Departmental coverage. If a settlement cannot be reached, the Steward shall report it by telephone to the Union Business Agent. If the issue still cannot be settled, the Steward shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.

Section 2.

It is understood that time spent in grievance processing or investigation which is done by a Union Steward or member will be done either before or after in a regular shift, and will not be paid for.

ARTICLE XXIX

EFFECT OF AGREEMENT

Section 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 the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

Section 2.

This instrument constitutes the entire agreement and final resolution of all matters in dispute between the Town and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been negotiated by mutual agreement and reduced to writing and signed by the parties.

ARTICLE XXX
GRIEVANCE PROCEDURE

For the purpose of this policy, days means work days.

Section 1.

A grievance is defined as a dispute, claim or complaint raised by an employee covered by this Agreement involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance must be in writing and must state the specific provision(s) in this Agreement which allegedly has or have been violated, the date of the alleged violation and the specific relief sought.

Section 2.

Prior to the institution of the formal grievance procedure hereinafter set forth, any employee who believes to have been aggrieved must, with the assistance of a Steward, attempt to informally resolve the matter with the appropriate Supervisor. The Supervisor has the responsibility to attempt to resolve the employee's grievance if the Supervisor has authority to do so. If the grievance cannot be resolved informally, the following procedure shall be utilized or such grievance shall be deemed waived.

STEP 1. Any grievance shall be filed by the employee and/or the Union, in writing, with the Department Head within (10) work days of the alleged grievable occurrence setting forth the specific terms and conditions of this contract and the specific areas which the employee and/or the Union feel have been violated. The Department Head shall hold a meeting concerning the grievance within ten (10) work days of receipt of the grievance. The Department Head shall decide the grievance based upon the information supplied and any further information the Department Head shall render a decision, in writing, within ten (10) working days from the close of the hearing.

STEP 2. If the aggrieved employee and/or the Union is not satisfied with the decision of the Department Head or if no decision has been rendered within the ten (10) work day period as defined above, the employee and/or Union may appeal the grievance, in writing, to the Town Administrator within five (5) work days of the receipt of the Department Head's decision, or that date upon which such decision

should have been rendered, provided however, that the aggrieved employee and/or the Union sets forth the specific reasons for such appeal and the terms and conditions of this contract and the specific areas which the employee and/or the Union feel have been violated, as was presented to the Department Head. The Town Administrator or designee may hold a meeting concerning the grievance within the ten (10) work days of receipt of the aggrieved employee's and/or Union's appeal. The Town Administrator shall decide the grievance based upon the information supplied any further information the Town Administrator may request during or subsequent to the hearing. The Town Administrator shall render a decision, in writing, within ten (10) work days from the close of the hearing.

STEP 3. If the aggrieved employee and/or the Union is not satisfied with the decision of the Town Administrator, or if no decision has been rendered during the time period specified above, said employee and/or Union may appeal the grievance, in writing, to the Board of Selectmen within ten (10) days of the receipt of the Town Administrator's decision, or the date upon which such decision should have been rendered. The Board of Selectmen shall not be required to conduct a hearing. The Board shall conduct its first meeting dealing with the return of the appeal within fifteen (15) days from the date of its receipt and shall render its decision in writing within fifteen (15) days from the close of any final meeting on the matter.

STEP 4 If the decision of the Board of Selectmen is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, said employee and/or Union may within ten (10) work days, appeal, in writing, the decision of the Board of Selectmen to arbitration.

STEP 4. In the event that the Union elects to proceed to arbitration, the Town Administrator and the Union will endeavor to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment to serve, the grievance shall be referred to the New Hampshire Public Employee Labor Relations Board by the Union no later than twenty (20) days after the receipt of the notice of submission to arbitration. If such event, the arbitrator shall be selected in accordance with the rules of the Public Employee Labor Relations Board. Once arbitration has been requested, the parties agree that if the Union or the Town so requests, a clarification meeting will be held with the Town Administrator and the Business Agent to investigate one more time any avenues of settlement.

Section 3.

The Town and the Union agree that they will individually be responsible for their own costs, preparation and presentation. The Town and the Union further agree that they shall equally share in the compensation and the expense of the arbitrator.

Section 4.

The arbitrator shall have no right to amend modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of this Agreement, and the appropriate remedy thereof. The Arbitrator shall be in power to determine the issues raised by the grievance as submitted in writing. The Arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or rules or regulations of administrative bodies that have the force and effect of law. The Arbitrator shall not in any way limit or interfere with powers, duties and responsibilities of the Town or Department under law and applicable court decisions.

Section 5.

Each grievance shall be separately processed at any Arbitration proceeding, hereunder unless the parties otherwise agree.

Section 6.

The arbitrator shall furnish a written opinion within thirty (30) days specifying the reasons for his decision. The decision of the arbitrator, if within the scope of his authority and power within this Agreement, shall be final and binding upon the Union, the Town and the aggrieved employee who initiated the grievance.

Section 7.

If said grievance is not reported and/or processed within the time limits set forth in the Article, the matter shall be dismissed and no further action shall be taken with respect to such grievance.

ARTICLE XXXI

UNION BULLETIN BOARD

The Town shall provide space for a bulletin board or space on its bulletin board in designated areas for Union notices. Employees shall not post notices of a derogatory, libelous, or profane nature and shall be limited to actual Union activity. Employees shall not post Union notices at any other locations other than the approved Union bulletin board.

ARTICLE XXXII
RETIREMENT SYSTEM

All regular full-time employees shall be covered under the New Hampshire Retirement System.

ARTICLE XXXIII
SAFETY ISSUES

Section 1.

The Town has the right to make regulations for safety and health of its employees during hours of employment.

Section 2.

The Union and its members agree to exercise proper care of all Town property issued or entrusted to them.

Section 3.

The Shop Steward, or his/her designee, shall be a member of the Town's Safety Committee.

Section 4.

The Town shall implement and maintain a comprehensive safety program for the Department by adopting applicable safety provisions as provided for in the Compensation Funds of New Hampshire's Loss Prevention Manual and any additional safety standards and rules as deemed appropriate by the Town or as mandated by law.

ARTICLE XXXIV
HOURS OF WORK

The hours of work for Public Works Department Personnel shall generally be between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, with the exception of recycle center where hours generally shall be 7:30 a.m. to 6:00 p.m., Tuesday, Wednesday, Friday and Saturday. Deviations from the schedule set forth above may be made at any time by the Department upon ten (10) work days notice to the affected employees of the bargaining unit, or without notice in exceptional or emergency conditions, as determined by the Department.

ARTICLE XXXV

EXPENDITURE TO PUBLIC FUNDS

Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Employer, unless, and until, the necessary specific appropriations have been made by the Town of Peterborough Budgetary Town Meeting at each of its appropriate annual meetings during the term of this Agreement. The Employer shall make a good-faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual meetings. If such funds are not forthcoming, the Employer and the Union shall resume negotiations regarding the matters affected.

ARTICLE XXXVI

DURATION

This agreement shall be effective as of July 1, 2008 except as otherwise specifically provided herein, and shall terminate on June 30, 2011.

TEAMSTERS LOCAL 633

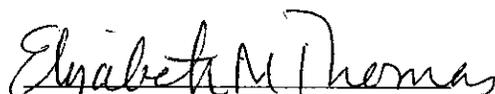

David W. Laughton
Secretary, Treasurer

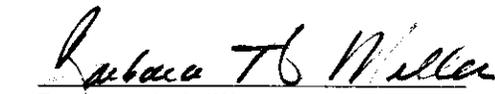

Kevin P. Foley 12/20/07
Business Agent


Gordon C. Young
Chief Steward

TOWN OF PETERBOROUGH


Joe Byk
Selectman, Chairman


Elizabeth M. Thomas
Selectman


Barbara A. Miller
Selectman

Signing Date: 12/20/07