

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**TOWN OF RYE, NEW HAMPSHIRE**  
**AND**  
**THE RYE TOWN EMPLOYEES' ASSOCIATION**  
**AFFILIATED WITH**  
**TEAMSTERS LOCAL 633**  
**OF NEW HAMPSHIRE**  
  
**CONTRACT PERIOD**  
**APRIL 1, 2011 TO MARCH 31, 2014**

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## **THE RYE TOWN EMPLOYEES' ASSOCIATION**

### **ARTICLE 1**

#### **PREAMBLE**

1.01 The Town of Rye, represented by its Board of Selectmen and hereinafter, referred to as the TOWN, and the Rye Town Employees' Association, affiliated with Teamsters Local 633, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, representing all regular, part-time and full-time employees belonging to the aforementioned ASSOCIATION and hereinafter referred to as the ASSOCIATION, enter into this AGREEMENT on behalf of those parties whom they are authorized to represent.

1.02 The intent and purpose of this agreement is to:

1. set forth the terms and conditions of employment with the TOWN by setting forth certain hours of work, establishing a wage scale, and addressing the various issues which as a group create the quality of the work environment;
2. provide a means for the resolution of any dispute which may arise between the parties hereto concerning the interpretation and application of this agreement.

### **ARTICLE 2**

#### **RECOGNITION**

2.01. The TOWN hereby recognizes the ASSOCIATION as the sole and exclusive bargaining agent for all regular full-time and regular part time members of the Rye Town Employees' Association affiliated with Teamsters Local 633, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

2.02 The Rye Town Employees' Association has been designated and selected by a majority of the employees of the TOWN, in the unit described below, as their representative for the purposes of collective negotiations and the settlement of grievances. Certification of representative and order to negotiate, CASE No. M-0594, has been signed on the 7th day of March, 1988 amended on March 6, 1989 and signed on the 29th day of June, 1989 by the State of New Hampshire Public Employee Labor Relations Board.

UNIT: Full-time and regular part-time employees, as follows:

Deputy Town Clerk/Deputy Tax Collector, Police Dispatcher/Secretary, Highway Working Foreman, Driver Operator Mechanic, Driver/Equipment Operators, Senior Transfer StationAttendant, Transfer Station Attendant, Assistant Building Inspector.

2.03 Nothing in this AGREEMENT shall deprive or limit any employee covered by this AGREEMENT in the exercise of any rights, powers or liberties granted them under the laws of the State of New Hampshire, or to the United States of America.

### **ARTICLE 3**

#### **NO STRIKE CLAUSE**

3.01 Under no circumstance will the ASSOCIATION cause, encourage, sponsor or participate in any strike, sit-down, stay-in, sick-out, work slowdown, work stoppage, picketing (of any kind), multiple resignations, withholdings or curtailment of services or work, or restriction/interference with the operations of any department of the TOWN during the term of this AGREEMENT.

3.02 In the event that any of the aforementioned activities takes place the TOWN shall not be required to negotiate on the merits of the dispute which precipitated the work stoppage/slowdown until any and all such activity has ceased; furthermore, the TOWN may, at its option, institute any and all proceedings in Court, at Law, in Equity, or in Arbitration, as it chooses.

3.03 Should any employee or group of employees covered by this AGREEMENT engage in any activity prohibited by Section 3.01, above, the ASSOCIATION shall, forthwith

inform the TOWN whether or not the activity constitutes a formal labor dispute . In the event that any work stoppage or slowdown as described above should occur, then the officers of the ASSOCIATION shall individually, and in their capacity as officers, immediately call upon each participant and urge an immediate end to such activities. It is understood that any employee violating this Article shall be subject to immediate discharge.

#### ARTICLE 4

#### MANAGEMENT RIGHTS

4.01 Except as otherwise expressly and specifically limited by the terms of this AGREEMENT, the Town retains all its customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the Town. The rights of employees in the bargaining unit and the ASSOCIATION hereunder are limited to those specifically set forth in this AGREEMENT, and the Town retains all prerogatives, functions and the rights not specifically limited by the terms of this AGREEMENT. The Town shall have no obligation to negotiate with the ASSOCIATION with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this AGREEMENT and closed to further negotiations for the terms of hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

4.02 Without initiation, but by way of illustration, the exclusive prerogatives, functions and rights of the Town shall include the following:

1. To direct and supervise all operations, functions and policies of the Town in which the employees in the bargaining unit are employed.
2. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions offices, branches, operations or facilities for budgetary or other reasons.

3. To determine the need for a reduction or an increase in the force and the implementation of any decision with regards thereto.
4. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work role, existing or future.
5. To implement new and to revise or discharge, wholly or in part, old methods, procedure, materials, equipment, facilities, and standards.
6. To assign and distribute work.
7. To assign shifts, workdays, hours of work, and work locations.
8. To determine the need for and the qualifications of new employees, transfers and promotions.
9. To discipline, suspend, demote or discharge an employee.
10. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the Town.

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

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

5.01           The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure; and there shall be no suspension of work or interference with the operations of the employer.

5.02           For the purpose of this AGREEMENT, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provisions of this AGREEMENT. Grievances shall be processed in accordance with the following procedures within the stated time limit.

5.03           Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance.

5.04           An individual member of the bargaining unit may present an oral grievance to his employer without the intervention of the exclusive representative. Until a grievance is reduced to writing, the ASSOCIATION shall be excluded from a hearing if the employee so requests; but any resolution of the grievance shall not be inconsistent with the terms of the AGREEMENT.

5.05           Steps in the grievance procedure:

1.       Any employee who has a grievance shall submit it first in writing to the Supervisor in an attempt to resolve the matter. A written grievance must be filed within seven (7) work days after the employee concerned has become aware or should have become aware, through the use of reasonable diligence of the occurrence of the event giving rise to the alleged grievance. The grievance must:
  - (a)     specify the person allegedly causing the grievance;
  - (b)     the time and place of the action being grieved;
  - (c)     the nature of the grievance;

- (d) the language of the AGREEMENT which has allegedly been violated or misapplied;
- (e) the specific injury or loss which is claimed;
- (f) the remedy sought.

The Supervisor shall hold a hearing within five (5) work days of the receipt of the written grievance and shall render a decision no later than five (5) work days following the receipt of the written grievance.

2. If the grievance is not resolved to the grievant's satisfaction at Step 1, an appeal may be filed with the Selectmen in writing within five (5) work days of the receipt of the decision at Step 1. All documentation presented at Step 1, along with Step 1 decision shall accompany the appeal to the Board of Selectmen. The Board, or its subcommittee shall hold a hearing within five (5) work days of receipt of the appeal from Step 1 and shall render a written decision no later than five (5) work days following the hearing. The term "work days" as used in this article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, and holidays on which the Town Offices are closed. An extension request by either party will not be unreasonably withheld.

3. If the decision of the Board does not resolve the grievance, the ASSOCIATION shall have the sole right to appeal the decision and the matter shall be submitted to arbitration providing the ASSOCIATION notifies the Board of such request within ten (10) days of receipt by the ASSOCIATION of the Board's decision. The following procedure shall be used to secure the services of an arbitrator:

- (a) The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days following the date the request for arbitration was received by the Board, the American Arbitration

Association will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.

(b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.

(c) If the parties are unable to determine, within ten (10) days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(d) The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific article and section of the AGREEMENT and which have been properly filed, processed and referred to the Arbitrator as set forth above. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.

(e) It shall be the function of the Arbitrator, and he shall be empowered except as his powers are limited below, after proper hearing on a properly filed and processed grievance referred to him as set forth above, to make a decision in cases of an alleged violation of the specific articles and sections of the AGREEMENT. The decision of the Arbitrator shall be based exclusively on the evidence presented at the Arbitration hearing and the provisions of the AGREEMENT. The Arbitrator's decision shall not be based on

any statutes, decisions, regulations or other extra contract matters not specifically incorporated into this AGREEMENT. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions of the issue submitted.

(1) The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this AGREEMENT or any of the functions or responsibilities of the parties to this AGREEMENT.

(2) The Arbitrator shall have no power to change any practice, policy, or rule of the TOWN nor to substitute his judgment for that of the TOWN as to the reasonableness of any such practice, policy, or rule, unless such practice, policy, or rule is in violation of a specific article and section of this AGREEMENT. His powers shall be limited to deciding whether the TOWN has violated the express article and sections of this AGREEMENT; and he shall not imply obligations and conditions binding upon the TOWN from this AGREEMENT, it being understood that any matter not specifically set forth herein remains within the reserved rights of the TOWN.

(3) The Arbitrator shall have no power to substitute his discretion for the Town's discretion in cases where the TOWN is given discretion of this AGREEMENT.

(4) The Arbitrator shall only have the authority to pass judgement on a grievance referred to him as prescribed herein.

(5) The Arbitrator shall be without authority to make any decision which requires the commission of any act

prohibited by law or which is a violation of the terms of this AGREEMENT.

(6) The Arbitrator shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or regulation.

(7) The decision of the Arbitrator shall be final and binding on the parties.

(f) At the time of the Arbitration hearing, both the Board and the ASSOCIATION shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witness that it may call. The parties shall submit to each other a list of all witnesses to be called in the event of an arbitration hearing no less than (48) hours in advance of the scheduled hearing date. At the close of the hearing, the Arbitrator shall afford the Board and the ASSOCIATION a reasonable opportunity to furnish briefs. The Arbitrator will render his decision within thirty (30) days from the date the hearing is closed or the date the parties submit their briefs, whichever date is later.

(g) It is expressly understood that either party may initiate informal action with the other party to resolve the grievance prior to going to Step 3. This may take the form of a pre-arbitration panel consisting of representatives of the TOWN and the ASSOCIATION. Proceedings shall present a list of witnesses to be called in the event of an arbitration hearing. Nothing contained herein shall be construed as limiting the right of the TOWN to pursue resolution of a grievance under this article.

(h) The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the parties. Any other expenses shall be paid by the party incurring same.

**ARTICLE 6**  
**RESIDENCY**

6.01 This section pertains exclusively to the members of the Public Works Department.

6.02 All personnel covered by this AGREEMENT shall live in a reasonable distance from headquarters. Reasonable distance shall be determined by the Public Works Director prior to appointment. This determination shall be with the Selectmen's approval.

**ARTICLE 7**  
**TEMPORARY SERVICE OUT OF RANK**

7.01 Members of the bargaining unit who are required and formally and specifically assigned by the Department Head to assume the duties and responsibilities of a higher rank shall be compensated at the first step of the Salary Schedule of the higher rank, which is at least higher than the assigned employee's present salary.

**ARTICLE 8**  
**SENIORITY**

8.01 ACCRUAL: For purposes of promotion, vacation, and other benefits, an employee's seniority shall be equal to his years of service or employment with the TOWN in a

position cover by this AGREEMENT unbroken by any of the reasons for termination of seniority specified in Section 3 below.

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

8.03            TERMINATION OF SENIORITY: Seniority for all purposes shall be terminated for any of the following reasons:

1.        Voluntary resignation..
2.        Discharge for just cause.
3.        Failure to report for work in accordance with the provisions of a recall notice.
4.        Absence for three (3) consecutive working days without properly notifying the TOWN.
5.        Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months.
6.        Retirement.

8.04            EMPLOYEES ENTERING BARGAINING UNIT: All employees entering the bargaining unit covered by the AGREEMENT from any other department of the TOWN will serve a probationary period of ninety (90) days and will be considered as new employees.

8.05            SENIORITY LIST: The TOWN shall establish and post a seniority list once each year in January. The seniority list will contain both classification and department seniority for each employee. The employee with the greatest seniority shall be listed first. Any objections to the seniority list, as posted or amended, must be reported to the Department Head within fourteen (14) calendar days from the date of posting or amendment or it shall stand as accepted and shall take full force and effect.

8.06            APPLICATION OF SENIORITY (LAY-OFF. RECALL): With respect to layoff and recall continuous service will be applicable providing the employee is capable of performing the work in a satisfactory manner. Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain his/her seniority for twelve (12) months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the Department Head within three (3) business days after receiving notice of recall of his/her intention to return to work. The TOWN shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Department Head with his/her latest mailing address. In any event the employee must return to work within two (2) weeks of the date specified.

8.07            PROMOTIONS AND TRANSFERS:

1.        The Department Head reserves and shall have the right to make promotions and transfers.
2.        Jobs to be filled through promotion shall be posted on department bulletin boards in which the vacancy occurs for a period of five (5) working days.
3.        Wherever possible, promotions shall be made from the ranks of qualified regular employees who are employed by the department in which the vacancy occurs and thereafter from other TOWN departments.
4.        Job posting shall include job specifications, (where available), rate of pay, job location, and also if it is a permanent job with a permanent rating.
5.        The above procedure shall be followed in all permanent promotions and transfers.
6.        An employee who meets the minimum qualifications and is promoted to a higher level shall be placed in a probationary status not to exceed ninety (90) days in the higher position. The employee shall periodically be evaluated to determine if

she/he is performing the job in a satisfactory manner. If an employee is not found to perform satisfactorily at the higher level duties then she/he shall be reduced in status to the same classification, pay grade, and pay step as she/he had obtained prior to promotion.

8.08            NON-APPLICATION OF SENIORITY RIGHTS WITHIN CLASSIFICATION

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

8.09            PROBATIONARY PERIOD:

The first six (6) months of employment shall be considered a trial period to permit the TOWN to determine a new employees's fitness and adaptability for the work required. During such probationary period, the employee shall not be subject to the provisions of this AGREEMENT. This article shall apply to persons who are rehired after a loss of seniority. During the probationary period, the probationary employee may be discharged at the sole discretion of the TOWN and neither the reason nor the discharge may be the subject of a grievance.

**ARTICLE 9**

**DISCIPLINARY PROCEDURES**

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

1.      Verbal warning.
2.      Written warning.
3.      Suspension without pay.
4.      Discharge.

9.02            The above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the TOWN reserves the right to take disciplinary action in any manner or form consistent with the efficiency of operations. With

respect to all employees who are required to have a valid DOT Type CDL drivers license in the performance of their work as an employee of the TOWN, any such employee who has such license revoked for a conviction of driving under the influence of alcohol or drugs, the TOWN may discharge such employee immediately, at its discretion. Further, the employee shall not have any recourse to the grievance and arbitration procedure provided in this Agreement. The TOWN shall pay the license renewal fees for employees required by the TOWN to maintain a valid CDL license.

9.03 All suspensions and discharges must be stated in writing and the reason(s) stated and a copy given to the employee(s) and the ASSOCIATION.

## **ARTICLE 10**

### **GENERAL**

10.01 The TOWN shall have the right to determine the need for a reduction or increase in the work force.

10.02 Permanent reduction of full-time regular and part-time regular personnel, is subject to the approval of Town Meeting.

## **ARTICLE 11**

### **HOURS OF WORK**

11.01 Employee working hours shall be set by the Department Head and may vary according to department and employee situations and requirements.

11.02 Employees shall be given two (2) fifteen (15) minute breaks each working day.  
Breaks and lunches may be taken in the field at the discretion of the Foreman or the DPW director.

11.03 Employees shall be given one half (1/2) hour each working day for lunch.

11.04 The work week shall begin at 0001 Monday Morning through 2400 Sunday evening.

11.05 The Town agrees to utilize town employees to perform services that might otherwise be assigned to private contractors so long as such utilization is financially practicable and within the expertise of town employees. Specifically, if the job or task in question would require inordinate expense for rental equipment that, when coupled with the anticipated wages associated with the project, raise the overall cost above that which may be secured by bid or proposal, the Town reserves the option of utilizing the private contractor. Similarly, if the nature of the job or task is such that it requires expertise not otherwise possessed by town employees, the Town reserves the right to hire a private contractor that possesses such expertise.

**ARTICLE 12**  
**OVERTIME**

12.01 Overtime shall be paid to any employee covered by this AGREEMENT who is required to work more than forty (40) hours in a given work-week. This would include scheduled schooling/training outside scheduled working hours. Said compensation shall be at the rate of one and one-half (1 ½ ) times the employee's regular hourly rate. Overtime will be paid for actual overtime worked, to the next half-hour.

12.02 Prior to the actual working of any over-time hours, the employee may elect to accept payment for said over-time by means of compensatory time. Compensatory time shall be awarded at the rate of one and one-half (1 1/2) times the over-time hours actually worked. The Town has the right to substitute cash payments in lieu of compensatory time. An employee cannot earn or bank more than sixty (60) hours of compensatory time.

12.03 Any employee covered by this AGREEMENT called back to work during the employee's off-duty time shall be guaranteed a minimum of two (2) hours of work. The Town shall utilize Town employees, on a seniority based rotation system, for all call-backs not otherwise assigned to private contractors pursuant to paragraph 11.05 above. Only in the case of unavailability of employees shall the department head undertake work on a call-back basis. Limitations on a department head's right to respond to emergencies falling outside of the normal work week hours shall only pertain to work that would otherwise be carried out by employees if such work arose during the normal course of the work week.

12.04 To the extent possible, the TOWN shall attempt to ensure that employees within each job classification receive an equitable share of the overtime available for that classification.

12.05 Any employee working on a holiday shall be paid time and one-half (1 1/2) for any time worked during regular working hours. Other than regular working hours, pay will be two and one-half (2 1/2) times the regular hourly rate.

12.06 The Town shall require a minimum of two workers on all overtime callbacks when it is deemed reasonable by the Department Head for the safety of the workers.

### **ARTICLE 13**

#### **HOLIDAYS**

13.01 The following days shall be considered paid holidays:

New Year's Day

Martin Luther King/ Civil Rights Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

13.02 Eligibility rules: the employee has seniority as of the date of each specified holiday that the employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

13.03 Holiday pay shall be computed at the employees straight-time hourly rate for the number of hours which they are normally and regularly scheduled to work.

13.04 In the event an employee is required to work on a holiday listed herein, the employee shall be paid at 2 1/2 times the employee's straight-time rate for the hours actually worked.

13.05 Martin Luther King's Birthday shall be considered a "floating" Holiday. Martin Luther King's Birthday may either be taken on the day the Holiday occurs or the employee may take it at any time within the calendar year that it is earned. If such Holiday is taken as a "floating" Holiday, the employee must give his Supervisor at least two (2) weeks notice prior to the date the employee desires to take the Holiday.

## **ARTICLE 14**

### **VACATION**

Vacation shall be earned in accordance with the following schedule:

- From start through four years of continuous service, 80 hours (6.66 hrs/month)
- After four years and through ten years continuous service, 120 hours (10 hrs/month)
- After ten years and through fifteen years continuous service, 160 hours (13.33 hrs/month)
- After fifteen years and through twenty years continuous service, 160 hours (13.33 hrs/month) plus eight hours per year (.66 hrs/month) for each year worked after fifteen.
- After twenty years continuous service, 200 hours (16.66 hrs/month)

14.02 Vacation eligibility is dependent upon continuous service. Annual vacation may be taken at one time or several days at a time with the consent of the Department Head. No employee may carry over more than thirty (30) days of vacation time from one year to the next. For the purpose of this article, one (1) week shall be the equivalent of five (5) days.

14.03 The Department Head will determine the annual vacation schedule taking into consideration the best interest of the TOWN, the particular needs within the department, and the desires of the individual employee. Vacation scheduling will be the responsibility of the Department head and the final requests/approvals of vacation should be completed by May 31<sup>st</sup> of each year. This recognizes that not everyone can plan their vacation far in advance and that the Department Head must retain some flexibility in the scheduling of these vacations. Every effort will be made to accommodate the wishes of the employee when a situation arises where he or she could not arrange vacation time by May 31<sup>st</sup>. The employee will at the same time recognize that the needs of the department must take first priority.

14.04 During the first quarter of each calendar year, a period of not less than thirty (30) days will be established by the TOWN whererby the employees may make application in writing for vacation time off, indicating first, second and third choices. In the event more employees apply for time off than can be spared from the job at a given time, TOWN seniority will be the basis for resolving priority of applications for time off. However, any employee who fails to submit a request by May 31<sup>st</sup> will not thereafter displace an employee who has submitted a request by May 31<sup>st</sup>.

14.05 Each employee will be given a written disposition of his/her request. Approved vacation time off will not thereafter be canceled or changed without the mutual consent of the TOWN and the employee.

14.06 An employee who desires his/her full annual vacation pay before going on annual vacation should notify his/her Department Head at least ten (10) days in advance of his/her last working day.

14.07 If an employee terminates her/his service with the TOWN, or takes an extended leave of absence, she/he will receive full pay for all accumulated annual vacation which she/he has not taken. All unused vacation time shall be paid at the employee's regular straight time

base rate of pay when the employee terminates her/his employment. Vacation time on the books if an employee dies while working for the TOWN, will be paid to her/his estate.

14.08 Employees may be reimbursed for vacation time not taken up to ten (10) days. Notification to the Town is required as in Section 14.06 above.

**ARTICLE 15**  
**SICK LEAVE**

15.01 Sick leave shall be granted at the rate of one (1) day per Month; twelve (12) days per year, and may be accumulated without limit. Sick leave may only be used for non-work related illness or injury of the employee. Any amount accumulated up to thirty (30) days shall be payable to the employee in a lump sum at the current rate of pay, in the case of retirement or other voluntary termination of employment . In the case of the employee's death, said lump sum shall be payable to the spouse and/or estate. For purposes of this section, retirement shall mean retirement or disability retirement from a Town provided plan.

15.02 The TOWN may require a physician's statement if an employee is on sick leave for more than three (3) working days. The Town may require, at the Town's expense, a physician's statement for sick leave of less than three (3) working days, in cases of suspected abuse of sick leave.

**ARTICLE 16**  
**INJURY LEAVE**

16.01 The TOWN shall provide Workers' Compensation coverage for all employees covered by this contract in the manner as prescribed by state statute and regulation.

16.02 When an employee is absent from work after sustaining a personal injury or illness arising out of and in the course of employment the employee shall be paid the

employee's full base pay, less the amount of workers' compensation received, for a period not to exceed one (1) year and less any other benefits received as a result of town-sponsored or paid-for programs or fringe benefits. A physician's report to the TOWN will be requested prior to payment of any salary.

## ARTICLE 17

### **BEREAVEMENT LEAVE**

17.01           Bereavement leave with pay shall be granted when a death occurs in a regular employee's immediate family. An employee is entitled to up to three (3) working days' leave. For purposes of this Article, immediate family shall be defined as: Spouse, Child or Stepchild, Father, Mother, Sister, Brother, Father-in-law, Mother-in-law, Grandfather, Grandmother, Ward of the employee's home or Individual for whom the employee is Legal Guardian, domestic partner, Brother-in-law, or Sister-in-law.

17.02           This article specifically recognizes the need for discretion with regard to bereavement

17.03           Department Heads and/or the Board of Selectmen may grant necessary leave to an employee for the purpose of attending the funeral of a non-family member. Additional bereavement leave may be granted for the death on a non-family member where the relationship is significant to the employee.

17.04           Under special circumstances, the Department Head may grant bereavement leave for persons not listed in Section 1.

**ARTICLE 18**  
**PERSONAL DAYS**

18.01 Members of the ASSOCIATION who are covered by this AGREEMENT are entitled to four (4) personal days per calendar year.

18.02 Personal days must be utilized in the year they are earned, no banking of personal days is permitted.

18.03 Personal days are granted to employees for the purpose of attending to important personal matters which cannot be taken care of other than during an employee's standard hours of work. They are not to be used for the purpose of extending either a holiday or vacation; requests for a personal day either prior to or subsequent to a holiday or vacation period will be denied unless an emergency can be clearly demonstrated.

NOTE: Department Heads may not arbitrarily deny a request for a personal day simply because the request is made to attend to "personal matters."

**ARTICLE 19**  
**LONGEVITY PAY**

Longevity pay shall be earned in accordance with the following schedule:

After twenty (20) years of continuous full time service:                      \$.50 per hour.

After twenty-five (25) years of continuous full time service:                      \$.75 per hour.

After thirty (30) years of continuous full time service:                      \$1.00 per hour.

The above-stated longevity pay shall be added to the normal hourly rate after any adjustments are made to reflect the cost of living increases. Longevity pay shall only be available to those that are at the top of their pay range.

**ARTICLE 20**  
**LIABILITY INSURANCE**

20.01            The TOWN shall provide liability insurance and property damage insurance, at levels equivalent to those currently provided, to the extent that said coverage is offered to the TOWN by insurers.

20.02            These insurance will be provided at no cost to either the members of the ASSOCIATION or the ASSOCIATION itself, and shall contain provisions for defending, indemnifying and holding the member harmless for any injuries and/or damages claimed against him and arising out of and in the usual course of his/her employment.

20.03 Nothing contained in this article shall be construed in such a way as to make the TOWN liable to defend, indemnify or hold harmless any member of the ASSOCIATION in the event that coverage under the above-mentioned policy is denied by the insurer, or coverage does not apply to the circumstances under consideration.

20.04 Time spent in preparation for, or in Court, by any member of the ASSOCIATION, pursuant to any litigation brought against the TOWN, the department or the member, shall be considered as "on-duty" time payable and credited to the member in the normal fashion, provided that insurance coverage is in force for the circumstances under consideration.

## ARTICLE 21

### **LIFE AND HEALTH INSURANCE**

21.01 During the term of this AGREEMENT, the TOWN will maintain a life insurance policy in the amount equal to one times the employee's yearly base salary (hourly rate X 2080 hours) for each member of the ASSOCIATION, at no cost to the employee.

21.02 During the term of this AGREEMENT, the TOWN will maintain disability insurance presently in effect. Effective April 1, 2003, the Town will provide Long Term disability under terms that will provide payment of sixty percent (60%) of their base wage after the applicable waiting period.

21.03 During the term of this AGREEMENT, the TOWN will provide health insurance for each member of the ASSOCIATION under the following terms:

Blue Cross/Blue Shield Plan (Comp 500) with \$500.00 deductible or Blue Choice and Major Medical Benefits, as outlined in the plan description attached and made part of this AGREEMENT.

Equivalent coverage offered by an HMO under the New Hampshire Municipal Association may be substituted.

The TOWN shall "pay down" the deductible portions of the Comp 500 Plan to those of the previously used JW Plan as follows:

A. Individual Coverage: \$500 annual deductible. TOWN pays \$400 back to employee, if used. Major Medical deductible, TOWN pays back up to \$1,500.00 to employee, if used.

B. Two-Person Coverage: \$1000 annual deductible. TOWN pays \$800 back to employee, if used. Major Medical deductible, TOWN pays back up to \$3,000.00 to employee, if used

C. Family Coverage: \$1000 annual deductible. TOWN pays \$800 back to employee, if used. Major Medical deductible, TOWN pays back up to \$4,000.00 to employee, if used.

The TOWN shall establish a single point procedure for filing of necessary paperwork for employees seeking reimbursement for these deductibles. Strict rules of confidentiality shall be used in these procedures.

21.04 During the term of this AGREEMENT, the TOWN will provide dental insurance for each member of the ASSOCIATION under the following terms:

Delta Dental, Option I (chosen by the ASSOCIATION) offered by the NH Municipal Association.

A one person rate for dental insurance is provided by the TOWN at no cost to the employee.

21.05       Increases or decreases in health insurance premiums to the TOWN shall be applied to the TOWN and the employee at the rate of 80% and 20%, respectively, with the exception of single coverage which shall follow the percentages outlined below:

Single employee health insurance is provided at:

April 1, 2011-December 31, 2011: Town will pay 95%, the employee 5% of coverage.

Calendar Year 2012; Town will pay 92.5%, the employee 7.5% of coverage.

Calendar Year 2013: Town will pay 90%, the employee 10% of coverage.

However, as insurance coverage graduates to two person coverage or family coverage, 80% of each coverage will be paid by the TOWN; 20% to be paid by the employee as a payroll deduction.

The TOWN and the ASSOCIATION agree to ongoing discussion regarding health insurance options.

21.06       An increase in benefits causing an increase in premium shall be reviewed by the covered employees before the increase is instituted.

21.07 Effective April 1, 2004, the Town will provide short-term disability coverage under such terms that employees will receive up to 66 2/3rds of their base wage after any applicable waiting period. Employees are not entitled to collect both short-term disability pay and full time sick leave. However, an employee may use accumulated sick leave to augment short-term disability pay up to the employee's normal base wage (hourly rate times 40 hours).

## **ARTICLE 22**

### **WAGES**

#### Section 1

Employees of the Public Works Department shall be paid in accordance with the wage and salary schedule attached to this agreement. It is understood that the wage and salary for full time employees includes three steps within each applicable grade. These steps are Start, Mid-Point (after completing 3 years of service to the Town), and Maximum (after completing 7 years of service to the Town).

#### Section 2

The base hourly rate set forth in Section 1 above shall be adjusted on April 1 of each year of the contract by multiplying the National Consumer Price Index (NCPI) times the base hourly wage. The NCPI shall be determined by taking the average of the 12 preceeding months available (reported) as of December 1 of the year immediately preceding the effective date of increase. The NCPI as applied to wages shall also be applied to the salary scale to ensure that it keeps track with inflation. For the period from April 1, 2011 through March 31, 2014 the amount of the NCPI applied shall be no less than 2.0% and no greater than 3.5%.

#### Section 3

Performance evaluations shall be conducted on or about the anniversary date of each employee's date of hire. Any employee who is dissatisfied with his/her annual evaluation may

appeal the Department Head's assessment to the Town Administrator for review. The Town Administrator may interview coworkers, review time sheets, consider any infractions or commendations, discuss performance with Department Head, and interview members of the public in arriving at a determination. The Town Administrator's independent review and determination shall be final.

#### Section 4

Any full time member of this Association who has completed the following degree requirements from an accredited college or university shall receive an education incentive as follows:

Associates Degree- One half percent (.5%) added to the employee's base hourly rate.

Bachelors Degree- One percent (1%) added to the employee's base hourly rate.

### **ARTICLE 23**

#### **HEALTH AND SAFETY**

23.01 The TOWN shall have the right to make regulations for the safety and health of its employees during their hours of employment. Employees shall comply with all safety rules and regulations established by the TOWN. Representatives of the TOWN and the ASSOCIATION shall meet as needed at the request of either party to discuss such regulations and any other appropriate safety and/or health issues. The Parties shall endeavor to provide and maintain safe

working conditions within mutually acknowledged safety limitations connected with the work the employee does.

## **ARTICLE 24**

### **MATERNITY/PATERNITY LEAVE**

24.01 For the purpose of newborn infant care, an employee may be granted a leave of absence without pay not to exceed three (3) months. A female employee shall be granted a leave of absence without pay for childbearing and any documented medical disability associated with childbearing. The employee will be paid for a leave of absence for childbearing, associated medical disability, and/or newborn infant care provided that said employee has sufficient accumulated annual and/or sick leave available to cover such period. Both the Town and Association recognize that in the event this section or a provision of this section violates the Family Medical Leave Act (FMLA), that the provisions of the FMLA shall apply.

## **ARTICLE 25**

### **RETIREMENT**

25.01 Determined by State Law

**ARTICLE 26**

**UNIFORM ALLOWANCE**

26.01 Uniforms shall consist of those items enumerated in Department Rules and Regulations.

26.02 The TOWN shall provide either uniforms or a uniform allowance through the issuance of Purchase Orders for all full time employees covered by this AGREEMENT in the amount of \$300.00 per year. Should the Public Works Director, in conjunction with the Public Works employees, decide to utilize a uniform service on an annual basis, the \$300.00 uniform allowance will be eliminated and the TOWN will provide such uniform service at no cost to the employees.

26.03 The TOWN specifically reserves the right to make reimbursements to employees covered by this AGREEMENT only for purchases specifically approved in advance by the Department Head, whose approval shall not be unreasonably withheld.

26.04 This article applies only to Public Works personnel.

26.05 The Town will pay prior approval a maximum of \$150.00 for the purchase of OSHA approved safety boots.

**ARTICLE 27**

**WORK RULES**

27.01 The TOWN may prepare, issue, and enforce rules and safety regulations necessary for the safe, orderly, and efficient operation.

**ARTICLE 28**  
**ENTIRE AGREEMENT**

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

28.02 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 29**  
**SAVINGS**

29.01 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 30**

#### **PART-TIME EMPLOYEES**

30.01 Part time employees, who are considered to be any employees who are scheduled to work less than thirty (30) hours but more than nine (9) hours per week on a year-round basis, will be eligible for and shall receive the various benefits provided for in this AGREEMENT as follows:

1. Part time employees shall receive and be paid for the holidays as set forth in Article XIII-HOLIDAYS, if the holiday is on a day in which the employee is scheduled to work.
2. Part time employees shall accrue and may take vacations in accordance with the provisions set forth in Article XIV-VACATIONS. Furthermore, the vacation accumulation rate and the maximum allowable vacation accumulation shall be determined on a pro-rata basis, taking into account the employee's number of regularly scheduled hours of work per week.
3. Part time employees shall accrue and may use sick leave in accordance with the provisions set forth in Article XV-SICK LEAVE. However, the sick leave accumulation rate and the maximum allowable sick leave accumulation shall be determined on a pro-rata basis, taking into account the employee's number of regularly scheduled hours of work per week.

**ARTICLE 31**  
**DUES DEDUCTION**

31.01           Upon receipt of an individually written authorization by an ASSOCIATION member covered by this contract and approved by the ASSOCIATION president, the TOWN agrees to deduct from the pay of each ASSOCIATION member so authorized the current ASSOCIATION dues as certified to the TOWN by the Treasurer of the UNION. Said deduction shall be made the first pay period in each month provided; however, that if any employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said employee for that month. The TOWN shall send the amount so deducted to the Treasurer of the ASSOCIATION. In no case will the TOWN attempt to collect fines or assessments for the ASSOCIATION beyond the regular dues. Should there be a dispute between an employee and the ASSOCIATION over the matter of deduction, the ASSOCIATION agrees to defend and hold the TOWN harmless in any such dispute.

No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-union members employed by the Town.

An individual who is not a member of the Union shall, beginning with the first pay period following completion of the initial probationary period, have a service fee equal to eighty-seven, zero four percent (87.04%) of the Union's dues deducted from the employee's regular pay check in lieu of dues to the extent applicable by law. The Town agrees to collect and forward to the Union, such fee from the employee's regular pay checks, as long as the employee agrees and signs an Authorization for Deduction form.

31.02 The Town agrees to a D.R.I.V.E. check-off for employees. Upon written authorization by the employee, the Town shall deduct certain amounts as specified by the employee on a bi-weekly basis and remit same on a bi-weekly basis to the Local Union's D.R.I.V.E. account. The name of such fund is Granite State Teamsters' D.R.I.V.E. Where laws require written authorization by the employee, same is to be furnished in the form required. No unlawful deductions shall be made.

### **ARTICLE 32**

#### **GENERAL PROVISIONS**

32.01 Should a Public Works employee be called into work a minimum of two or more hours before regular, scheduled starting time and is unable to have breakfast, the Town will either provide breakfast or a breakfast allowance not to exceed six dollars (\$6.00).

32.02 During snow plowing operations, the Town will provide dinner or a dinner allowance not to exceed six dollars (\$6.00) for employees extending their day shift beyond 6 p.m. or called in to work between the hours of 5:00 p.m. and 7:00 p.m. for a minimum of two hours.

### **ARTICLE 33**

#### **DURATION OF AGREEMENT**

33.01 This AGREEMENT shall be effective as of April 1, 2011 and shall be in full force and effect through March 31, 2014 subject to approval by the Annual Town Meeting.

33.02 This AGREEMENT shall continue in full force and effect from year to year thereafter, unless written notice by certified mail of desire to terminate is served by either party upon the other at least ninety (90) days prior to date of expiration.

33.03 If either party desires to add new articles or delete or change any article(s) in this AGREEMENT, written notice by certified mail shall be served on the other party at least ninety (90) days prior to date of contract expiration.

33.04 If negotiations are in progress at the expiration date of this AGREEMENT, the AGREEMENT shall continue in effect by mutual consent of both parties until conclusion of the negotiations. Similarly, the parties acknowledge that the current (old) contract will expire on March 31, 2011 and the doctrine of status quo shall govern from the date the old contract expires to the date this contract takes effect.

**ADOPTED:** \_\_\_\_\_

**Rye Board of Selectmen**

**Rye Town Employees Association**

**Affiliated with Teamsters Local 633**

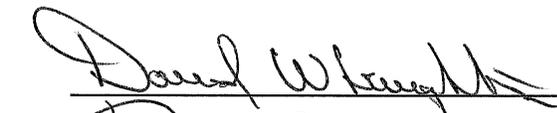
  
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