

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

TOWN OF RYE, NH

AND

RYE TOWN EMPLOYEES' ASSOCIATION

AFFILIATED WITH

TEAMSTERS LOCAL 633

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFERS, WAREHOUSEMEN AND HELPERS OF
AMERICA**

CONTRACT PERIOD

APRIL 1, 2023 THROUGH MARCH 31, 2026

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-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 regularly scheduled part-time employees, as follows:

Deputy Town Clerk/Deputy Tax Collector Working Foreman, Mechanic,
Driver/Equipment Operators, 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. Oral grievances shall not suspend or toll the deadlines for the submission of a written grievance.

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 or within seven (7) days of the decision arising from any oral grievance provided pursuant to Section 5.04, 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 Board of 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 the Step 1 decision shall accompany the appeal to The Board. The Board, or its subcommittee shall hold a hearing within ten (10) work days of receipt of the appeal from Step 1 and shall render a written decision no later than seven (7) 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 Grievance shall be referred to the Public Employee Labor Relations Board's grievance arbitrator appointment process and an arbitrator shall be selected in accordance with that process.

(b) 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.

(c) It shall be the function of the Arbitrator, and he/she shall be empowered except as his/her powers are limited below, after proper hearing on a properly filed and processed grievance referred to him/her as set forth above, to make a decision in cases of an alleged violation of the specific articles and sections of 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/her 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/her 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 judgment 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.

(d) 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.

(e) 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. Any representations, offers, and statements made during such meeting shall not be admissible in any proceeding and shall remain confidential.

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

ARTICLE 6

RESIDENCY

6.01 All members hired after April 1, 2017, covered by this AGREEMENT shall live within a 20 mile driving distance of the Public Works facility. Upon application by an employee to the Public Works Director, the Public Works Director may grant specific exemption to the 20 mile limit.

ARTICLE 7

TEMPORARY SERVICE OUT OF RANK

7.01 In the event that the Highway Foreman or the Lead Transfer Station Attendant are absent, the Director shall assign a member of the bargaining unit to assume the responsibility of such position for a period of one eight-hour shift or more. Such responsibility shall include issuing daily assignments, supervising the work, ensuring the completion of assignments, providing guidance, as necessary, and reporting to the Director. In lieu of assigning such supervisory responsibilities to a bargaining unit employee, the Director may do so. In the absence of the Director assigning such responsibilities or the Director's assumption of such responsibilities, the most senior employee of the Highway Department or Transfer Station, as the case may be, shall assume those responsibilities. If an employee is assigned or assumes the responsibilities of the position of Highway Foreman or Lead Transfer Station Attendant for a period of one eight-hour shift or more, then the employee 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. The act of handing out pre-prepared job assignments alone shall not constitute service out or rank.

ARTICLE 8

SENIORITY

8.01 ACCRUAL: For purposes of promotion, vacation, and other benefits, an employee's seniority shall be equal to his/her years of service or employment with the TOWN in a position covered by this AGREEMENT unbroken by any of the reasons for termination of seniority specified in Section 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, as identified in the job description, as amended, in a satisfactory manner subject to concurrence by the Department Head. The Town Administrator shall engage in a non-binding consultation with the Association prior to implementing any change in the job description.

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 from the date that the employee enters a position eligible for membership in the bargaining unit 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 in the break room of the Department of Public Works, the Transfer Station, and the Town Hall. The Town shall also email the posted seniority list to the Teamster Business Agent or Field Representative. 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 (LAYOFF RECALL): In the event of layoffs in a department, employees will be laid off based on seniority within that department. 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.
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:

Employees entering the bargaining unit shall be subject to a probationary period of twelve (12) months to permit the TOWN to determine a new employees's fitness and adaptability for the work required. The probationary period shall be deemed to commence upon the employee being hired to a position that qualifies for membership in the bargaining unit. 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. Demotion.

5. 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) paid, fifteen (15) minute breaks each working day.

11.03 Employees shall be given one unpaid, 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 to the extent that the schooling/training results in the employee working in excess of forty (40) hours. Said compensation shall be at the rate of one and one-half (1½) 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 (1½) times the overtime 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 forty (40) hours of compensatory time. Each year, the Town will pay Employees for any accrued, unused compensatory time as of December 1 to bring

compensatory time balances down to zero (0) hours, such payment to be made through the second pay check for the month of December.

12.02 Any employee covered by this AGREEMENT called back to work during the employee's off-duty time shall be guaranteed a minimum of 3 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.

12.03 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.

12.04 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.

12.05 For employees of the Department of Public Works, the Parties acknowledge that on-call hours are due, in part, to anticipated inclement weather, for which there may not be advanced notice. Employees of the Department of Public Works shall receive a stipend in the amount \$900.00 to be available to be on-call and to report for duty when designated as on-call by the Director during the period of November 15 through April 15. The stipend shall be paid in six (6) monthly installments of \$150.00, starting with the second paycheck to be issued in December. During such time period, the Director or his designee may schedule one or more employees as "on-call" when, in the Director or designee's opinion, it is anticipated that there will be need for such employees outside of regular work hours. The Director or the Director's designee will, to the extent possible, strive to provide employees with twenty-four (24) hours' notice that the employee is scheduled to be on-call. An employee that is on-call shall be available by phone and shall report to work within one (1) hour of being called-in by the Director or his designee to report for duty. If the employee does not pick-up when called, the Director or the Director's designee shall leave a message or send a text message to the employee of when the employee shall report for work. On-call employees shall not refuse to report for duty. The failure or refusal to report to work upon being called-in may result in discipline or the forfeiture of the monthly installment of the on-call stipend. Employees informed to report to work shall be subject to the Callback provisions of this Agreement. The Parties acknowledge and agree that on-call hours

shall not constitute working hours or hours for the purpose of overtime or the Fair Labor Standards Act.

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
Indigenous People's 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 If an employee actually works on a holiday identified under Section 13.01 during hours which, but for the holiday, constitute the employee's regularly scheduled workday, the employee shall be paid at a rate of time-and-a-half times the employee's hourly rate in addition to holiday pay. If an employee actually works on a holiday identified under Section 13.01 during hours which do not constitute the employee's regularly scheduled workday, the employee shall be paid at a rate of two-and-a-half the employee's hourly rate in addition to holiday pay.

13.05 If an Employee takes an unexcused absence on the work day immediately before or on the work day immediately after a holiday, that Employee, who would otherwise receive holiday pay, will forfeit that holiday pay, unless the Employee provides a doctor's note or other satisfactory evidence of illness.

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) per anniversary year.
- After four years and through ten years continuous service, 120 hours (10 hrs/month) per anniversary year.
- After ten years and through fifteen years continuous service, 160 hours (13.33 hrs/month) per anniversary year.
- After fifteen years and through twenty years continuous service, 160 hours (13.33 hrs/month) per anniversary year 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) per anniversary year.

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 31st

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 31st. 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 whereby 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 31st will not thereafter displace an employee who has submitted a request by May 31st.

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 accumulated annual vacation which she/he has not taken up to 240 hours. Unused vacation time shall be paid at the employee's regular straight time base rate of pay when the employee terminates her/his employment. If an employee dies while working for the TOWN, vacation time on the books will be paid to her/his estate. Under no circumstances will an employee or their estate be paid for more than 240 hours of accumulated vacation time.

14.08 Non-recallable vacation leave during the winter shall be allowed in accordance with the following:

- * The Winter Leave Schedule shall be in effect between the dates of December 15th and March 15th.
- * Only one employee at a time shall be allowed on non-recallable vacation leave during the Winter Leave Schedule.
- * Seniority shall determine which employee is awarded leave in the case of multiple requests for the same time off.
- * Non-recallable winter leave shall only be awarded for a duration of one week.
- * Any other leave during the Winter Leave Schedule shall be granted as recallable and at the sole discretion of the Public Works Director.

14.09 Employees may be reimbursed for vacation time not taken up to ten (10) days per anniversary year. The Town will provide reimbursement to the Employee within fourteen (14) days of receipt of notice of the Employee's election to be reimbursed vacation time.

14.09 Accrual of vacation time for probationary and bargaining unit employees shall be on a monthly basis.

ARTICLE 15

SICK LEAVE

15.01 Sick leave shall be granted at the rate of one (1) day per month; twelve (12) days per anniversary year total with limitations as to accumulation outlined in Sections 2 of this Article.

15.02 For employees hired full-time on or after April 1, 2014 sick leave shall be earned as stated in Section 1 and capped at the maximum of 400 hours accumulation.

15.03 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.

15.04 Sick leave may only be used for non-work related illness or injury of the employee or the Employee's spouse, child or stepchild, father, mother, or other dependent family member. 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.

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 If an employee actually works between the hours of 12:01 a.m. and 11:59 p.m. on Christmas, Thanksgiving, Day After Thanksgiving, or New Years Day, the employee will be paid at double the employee's straight time rate of pay, in addition to their regular hourly pay, regardless of whether the employee works during a period that would normally constitute the employee's regular hours of work. If an employee actually works on any other holidays listed in Section 13.01 or works on a day on which a holiday listed in Section 13.01 is observed, the employee will be paid at one and a half times the employee's straight time rate of pay, in addition to their regular hourly pay.

16.03 The Town shall, to the extent reasonably practicable, develop temporary alternative work ("TAW") opportunities for those employees on workers compensation. If there is availability for such TAW, the Town shall develop an outline/description for such TAW and shall provide outline/description to the employee. The employee shall present said outline/description to the employee's treating physician to certify the employee's ability to perform the TAW. If the

employee's treating physician certifies that the employee can accept the TAW assignment, the employee shall accept such assignment. The employee's refusal to accept a TAW assignment may provide a basis for the Town to petition for the discontinuance or reduction of workers compensation benefits pursuant to RSA 281-A:23-b and Lab 504.04.

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 Head 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.

18.04 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 one (1) year of continuous full-time service:	\$.25 per hour
After five (5) years of continuous full-time service:	\$.50 per hour
After ten (10) years of continuous full-time service:	\$.75 per hour
After twenty (20) years of continuous full-time service:	\$1.00 per hour.
After twenty-five (25) years of continuous full-time service:	\$1.25 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.

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
INSURANCES

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 times 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 provide short-term disability coverage under such terms that employee will receive up to sixty-six and two thirds (66 2/3%) of

their base wage after any applicable waiting period. An employee is 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).

21.03 During the term of this AGREEMENT the TOWN will provide long-term disability insurance under such terms that the employee will receive up to sixty (60%) percent of their base wage after any applicable waiting period.

21.04 The Town will offer eligible employees a choice of one of the following health insurance plans.

The AB10 RX 10/20/45 plan, at an 80%/20% cost-share.

The ABSOS RX 10/20/45 plan, with an 80%/20% cost share.

The BC3T10 RX 10/20/45 plan will be discontinued and shall no longer be available as of December 31, 2024. To facilitate the transition of employees from the BC3T10 RX 10/20/45 plan, the Town shall provide employees a one-time payment in the amount of \$1,000.00 provided the employee transitions from the BC3T10 RX 10/20/45 to either the AB10 RX 10/20/45 plan or the ABSOS RX 10/20/45 plan on or before January 1, 2024. Employees will only be entitled to one payment under the schedule identified above and will be paid within 30 days upon the transition to another plan identified above. After January 1, 2024, the Town will not be required to provide any payments related to the transition from the BC3T10 RX 10/20/45 plan.

The Town and the Union each retain the right to offer comparable plans.

For members of this ASSOCIATION, the member's portion of the health insurance premiums shall be paid by the employee as a payroll deduction.

21.05 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.

21.06 Should the TOWN decide to competitively bid health care coverage, the successful bidder will be chosen by the TOWN, with input from the Association, based on lower cost plan that is comparable to the benefits currently provided.

21.07 The TOWN and the ASSOCIATION agree to establish a labor management/Union health care committee to research alternate health insurance plans with the goal of reducing the cost for all parties.

21.08 Both parties agree to reopen this contract to negotiate changes in good faith to ensure this agreement complies with the Affordable Care Act, and other state, federal or local insurance and/or health care reform legislation.

21.09 Upon providing the Town with proof of alternative health insurance coverage that does not trigger any fee, fine, tax or other expense to the Town under the terms of the Affordable Care Act, any employee who is eligible for health insurance offered by the Town and who opts out of health insurance offered by the Town will be entitled to an annual stipend equal to fifty percent (50%) of the Town's portion of the premium cost for the coverage that the member would be eligible for under the ABSOS 10/20/45 plan, to be paid in a lump sum in December. To be eligible for such payment, the employee must provide proof that the employee has acquired insurance through a means other than through a Town plan (i.e. as a result of the spouse's employment with the Town) or through the market place.

ARTICLE 22

WAGES

22.01 Employees of the Association 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).

22.02 The base hourly rate set forth in Section 1 above shall be adjusted on the first pay period in April of each year of the contract.

For the period from April 1, 2023 through March 31, 2024 the COLA adjustment will be 5.50%.

For the period from April 1, 2024 through March 31, 2025 the COLA adjustment will be 4.50%.

For the period from April 1, 2025 through March 31, 2026 the COLA adjustment will be 2.0%.

By this Agreement, the parties hereby eliminate the past practice of providing an additional one-half percent (½ %) annual salary increase for top step employees.

22.03 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.

22.04 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.

The above stated incentive adjustments shall be added to the normal hourly rate after any adjustments are made to reflect the cost of living increases.

22.05 Any full-time member of this Association that satisfactory completes a level of the Road Scholar Program shall receive a one time stipend of \$150.00 per level.

ARTICLE 23

HEALTH AND SAFETY

23.01 The TOWN shall have the right to make regulations for the safety and/or 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 Maternity and/or Paternity Leave shall be subject to the Town's Family Medical Leave Act Policy as identified in the Town's Personnel Policies. Further, A female employee may entitled to take a leave of absence without pay or other reasonable accommodations for childbearing and any documented medical disability associated with childbearing.

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 will replace any personal tools damaged or destroyed by an employee while engaged in work for the TOWN, provided such damage or destruction is not caused by the employee's willful neglect or gross negligence. 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 with prior approval a maximum of \$300.00 per calendar year 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 Regularly-scheduled part-time employees, are considered to be any employees who are scheduled to work less than thirty (30) hours but more than fifteen (15) 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. Regularly-scheduled 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. Regularly-scheduled 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. Regularly-scheduled 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 or pay a service fee. The Union agrees that it will not interfere with the rights of any or all non-union members employed by the Town. Beginning with the first pay period following completion of the initial probationary period, an individual who is not a member of the Union, may at his/her sole discretion, opt to have a service fee equal to eighty-seven, zero four percent (87.04%) of the Union's dues deducted from the his/her 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 twelve dollars (\$12.00).

32.02 During snow plowing operations, the Town will provide dinner or a dinner allowance not to exceed sixteen dollars (\$16.00) 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, 2023 and shall be in full force and effect through March 31, 2026 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.

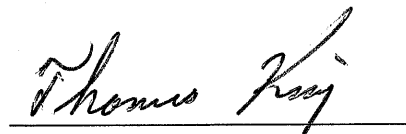
33.03 If negotiations are in progress at the expiration date of this AGREEMENT, the AGREEMENT shall continue in effect by mutual consent of both parties until conclusion of the negotiations. Similarly, the parties acknowledge that the current (old) contract will expire on March 31, 2026 and the doctrine of status quo shall govern from the date the old contract expires to the date this contract takes effect.


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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT
TO BE EXECUTED THIS 30TH DAY OF JUNE, 2023.

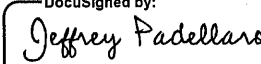
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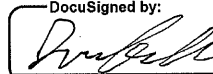

William Epperson, Select Board

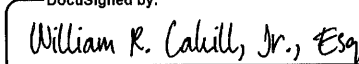

Tom King, Select Board


Bob McGrath, Select Board

FOR RYE TOWN EMPLOYEES
ASSOCIATION, TEAMSTERS LOCAL 633

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William R. Cahill, Esq. Business Agent