

COLLECTIVE BARGAINING AGREEMENT

AFSCME Council 93 Local 1348  
Littleton Local

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The Town of Littleton

Effective Dates: April 1, 2014 – March 31, 2017

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## **PREAMBLE**

This agreement entered into by the Town of Littleton, hereinafter referred to as the Town, and Local No. 1348 of the American Federation of State, County and Municipal Employees, hereinafter referred to as the Union.

It is the purpose of this agreement to achieve and maintain harmonious relations between the Town and the Union to provide for equitable and peaceful adjustment of differences that may arise, and to establish standards of wages, hours, and other conditions of employment.

## **ARTICLE I - RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, and conditions of employment, for all full-time employees in the following classifications as certified by the PELRB in Case A-0564 and as subsequently amended by the parties.

Unit: Fire Lieutenant, Fire Captain, Firefighter, Working Foreman, Mechanic, Truck Driver, Heavy Equipment Operator, Light Equipment Operator, Laborer, Laborer/Recycling Attendant, Lead Recycling Attendant.

Excluded from the unit and this agreement are the positions of:

Fire Chief, Assistant Fire Chief, Highway Operations Manager, Public Works Director, Transfer Station Manager, Town Clerk, Tax Collector, Town Manager, Welfare Director and all other supervisory, professional, technical, clerical and confidential employees, persons in a probationary or temporary status, employed seasonally, part-time, irregularly, or on call, and all other employees of the Littleton Town government.

The classification of job titles used above is for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Town. Employees scheduled to work less than 35 hours per week shall be considered part-time employees.

## **ARTICLE II - NON- DISCRIMINATION**

Neither the Town nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Neither the Town or the Union will discriminate against any employee covered by this agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or physical handicap, except as any of these factors may be bonafide occupational qualifications.

### **ARTICLE III - MANAGEMENT RIGHTS**

- A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer or any part of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all prerogative, functions, and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.
- B. Without limitation, but by way of illustration, the exclusive prerogatives functions, and rights of the employer shall include the following:
1. To direct and supervise all operations, functions and policies of the Employer 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 work 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 rule, existing or future.
  5. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
  6. To assign and distribute work.
  7. To assign shifts, workdays, hours of work, 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 Employer.
- C. 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 IV - MAINTENANCE OF MEMBERSHIP & DUES AND AGENCY FEE DEDUCTION**

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

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

Upon receipt of an individually written authorization by a bargaining unit member covered by this contract and approved by the Union President, the Town agrees to deduct from the pay of each bargaining unit member so authorized the current union dues or agency fee 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 Union. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

On or before December 1 of each year, the Union shall provide the current prevailing agency fee for the previous year as set by AFSCME Council 93.

Any present or future employee who chooses not to join or not to remain a member of the Union shall pay to the Union a service charge for the cost of collective bargaining and contract administration as a condition of employment. No part of this service charge shall be used for political donations. Said service charge shall not exceed the dues of members and the Union agrees to defend and hold the Town harmless should there be a dispute between an employee and the Union over the matter of agency fee deductions.

No agency fee or dues will be assessed for any employee during the initial probationary period.

## **ARTICLE V - NO STRIKE**

- Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out, or slowdown or any job action or activity which interferes with the normal operation of the Town or with-holding of services to the Town of Littleton.
- Section 2. The Union agrees that neither it, nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any activity referred to in Section 1. above.
- Section 3. In the event of a work stoppage or any other curtailment by the Union or the Employees covered hereunder, the Union, by its officer and agents, shall immediately declare such work stoppage or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and return to work. Copies of such written notices shall be immediately furnished to the Town, The union shall do everything in its power to obtain the return to work from said employees.
- Section 4. In the event of any activity referred to in Section 1 above, any employee(s) participating in same shall be subject to disciplinary action, up to and including immediate dismissal.

## **ARTICLE VI - SENIORITY**

- Section 1. Accrual
- For purposes of promotion, leave time, and other benefits, an employee's seniority shall be equal to his/her years of service or employment with the Town in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified in Section 3 below.
- Section 2. Ability to Perform Work
- Ability to perform the job or work as used in this Article means the employee is capable of performing the work of the job in a satisfactory manner subject to concurrence by the Department head.
- Section 3. Termination of Seniority.
- Seniority for all purposes shall be terminated for any of the following reasons:
- A. Voluntary quit
  - B. Discharge for just cause.
  - C. Failure to report for work in accordance with the provisions of a recall notice.

Section 4. 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 eligible employee. The employee with the greatest seniority shall be listed first. Any objections to the seniority list, as posted amended, must be reported to the 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.

Section 5. 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 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 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.

Section 6. Promotions and Transfers

1. The Department reserves and shall have the right to make promotions and transfers.
2. Jobs to be filled through promotion shall be posted on the department bulletin board 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.
4. Job posting shall include job specifications, (where available), rate of pay, job location, and also if it is a permanent job with 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 "promotional probationary status" not to exceed six (6) months in the higher position.

7. When vacancies occur in a plow route, consideration will be given to seniority if an assignment change is made. Management reserves the right to make the final decision about plow route assignments.
8. When an employee is promoted to a non-union position, management or the employee can choose to return the employee to the Union position without a loss of seniority for a period of up to six months following the promotion.

Section 7. Non-Application of Seniority Rights Within Classifications

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

Section 8. Probationary period

For highway department and transfer station employees the first six (6) months of employment, and for fire department employees the first twelve (12) months of employment, shall be considered a trial period to permit the Town to determine a new employee's fitness and adaptability for the work required, subject to unilateral extension by the Town. For highway department and transfer station employees, the Town may extend the probation period a maximum of six (6) months.

During such probationary period, the employee shall not be subject to the provisions of this Agreement. During the employment probationary period, the employee may be discharged at the sole discretion of the Town without employee recourse to the grievance procedure or any other protection of this agreement. This Article shall apply to persons who are rehired after loss of seniority. The Town reserves the right through its Town Manager to place re-hired employees on the wage schedule up to step 4, and to allow them to accrue leave time at the rate they were at when they left employment by the Town. In the event that the person gained this position as the result of a promotion, he/she shall be governed by the provisions of the Agreement. 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.

Section 9. Promotional Probationary Period

In the event an employee moves, is moved or is promoted from one position in Town employment to a position covered by the bargaining unit or from one bargaining unit position to another, he/she shall serve a six month promotional probationary period. Prior to the end of this six months promotional probationary period, the employee shall be evaluated by the Town to determine whether he/she is performing the job in a satisfactory manner. If the employee is not found to be performing satisfactorily in the new position as determined solely by the Town,



he/she will be placed back in the same classification and pay grade as he/she had obtained prior to promotion.

## **ARTICLE VII - HOURS OF WORK**

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Administration from restructuring the normal work day or work week for the purposes of promoting the efficiency of Town government; from establishing the work schedule of employees; and establishing part time positions. Upon prior notice, the Town may change the starting time of any workday. Prior notice shall be given no later than the last hour worked on the preceding day. A change in starting time will not be done in a capricious or arbitrary manner. The regular work week for full-time highway department employees shall range from 35-40 hours per week, and the regular work week shall be Monday through Friday. The regular work week for fire department employees is 42 hours per week, and the regular work week shall be Monday through Sunday; however, if weekend coverage is increased from the level of weekend coverage that existed in 2013, the regular work week for fire department employees will be 48 hours per week, and the regular work week shall remain Monday through Sunday. The regular work week for transfer station personnel shall be 35 to 40 hours per week, and the regular work week shall be Tuesday through Saturday. The hours of work for employees in each department will be determined and scheduled by the department head or supervisor.

All eligible employees will be provided with a thirty (30) minute unpaid lunch period. Nothing herein shall be construed as guaranteeing employees forty (40) hours of work per week or eight (8) hours of work per day.

### Over Time

- A. For the fire department, extra working periods of overtime should be equalized among the employees in the group engaged in similar work, as far as practicable. Information concerning equalization of hours status will be openly displayed in the department in such manner that the employees involved may check their standing.
  - 1. Part-time/call company personnel firefighters can cover up to 50% percent of overtime shifts.
  - 2. Part-time firefighters will have to meet the following minimum qualifications: Firefighter II; EMT Basic; Incident Command Certification; NIMS 100, 200 and 700; Commercial Drivers License; Hazardous Material Operational Level with DCON.
    - a. Call company personnel, being employees of the Littleton Fire Department and fully knowledgeable with the Fire Department operating procedures and equipment are eligible to cover overtime shifts and shall possess the following qualifications: Firefighter 1, CPR/AED, Incident Command System, Hazardous Materials Operations, CDL-B with tank endorsement and possess the ability to conduct interior firefighting operations.

3. The Chief will establish a list of part-time firefighters/call company personnel who meet these minimum qualifications.
  4. No part-time personnel will exceed 35 hours per week for regularly scheduled shift coverage hours.
  5. Part-time/call company personnel will have until 72 hours prior to the start of a posted shift to be scheduled or sign up for that shift.
  6. If no part-time/call company personnel is scheduled or signs up for posted overtime shifts, those shifts will be made available to full-time firefighters to ensure the shift gets covered.
  7. When not enough staff officers and full-time fire personnel are available to fully cover a shift, then additional coverage will be provided by following this sequence: (1) offer it to staff officers and full-time fire personnel; (2) offer it to part-time personnel who meet the standards in subsection 2 above; (3) offer it to call company personnel who meet the standards in subsection 2a above; (4) require the least senior staff officers and full-time fire personnel to perform the work as overtime in accordance with Section C.
- B. Overtime will be distributed as equitably as possible with the understanding that employees who turn down overtime will lose any right to dispute the equitableness of the overtime distribution. If a highway department employee is required to work sixteen (16) or more consecutive hours, the employee will be allowed a rest period of at least four (4) hours before returning to work, unless an emergency arises which makes it necessary for the department to call the employee back to work sooner. Highway department employees also generally will be permitted a rest period between 10:00 p.m. and 4:30 a.m., unless an emergency arises which makes it necessary for the department to call them back to work sooner.
- C. In the event that all qualified employees within a job classification in which overtime exists should turn down the overtime, it is agreed by the parties that the least senior employee available in the job classification who is qualified to perform the work can be required to perform the overtime.
- D. Highway department and transfer station employees shall be paid one and one-half (1 ½) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours per week, including approved leave time. Holidays not worked no longer shall constitute hours worked for purposes of computing overtime. Employees will not be sent home arbitrarily solely to avoid overtime cost.
- E. Fire department employees are eligible for overtime after 42 hours, except that the first three (3) hours that an employee is called back in a week will be paid at straight time. However, if weekend coverage is increased from the level of weekend coverage that existed in 2013, fire department employees will be eligible for overtime after 48 hours, except that the first three (3) hours that an employee is called back in a week will be paid

at straight time. For the purpose of this section, credit in computing the regular work week shall be given for personal days, sick leave and annual leave that fall during the week. Holidays not worked no longer shall constitute hours worked for purposes of computing overtime. Employees will not be sent home arbitrarily solely to avoid overtime costs.

- F. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.
- G. It is understood by the parties that this Section shall not be deemed to prohibit or limit the use of temporary personnel when the Department Head determines that it is necessary but shall not be construed as the union's agreement to the permanent use of temporary employees.
- H. Except in the Fire Department where there will be no compensatory time, overtime earned may, at the option of the employee, be taken as compensatory time. As with cash payment, overtime taken, as compensatory time will be earned at the rate of one and one-half hours for each hour worked. Compensatory time may be accrued to a maximum of forty (40) hours. Scheduling of compensatory time use shall be the same as for leave time.

#### On Call

In recognition of their obligation to respond to winter maintenance call-outs, highway department employees will receive a daily stipend of ten dollars (\$10) per day from the first full week of November through the second full week of April with the following conditions:

- A. The stipend shall only be paid to Highway Department employees who are determined by the Department Head to be routinely engaged in winter maintenance and ancillary activities.
- B. The employee is actively available for winter maintenance call-out throughout the day. If an employee voluntarily opts not to be available and notifies the Department Head of that intent, the stipend will be forfeited for that day. Only one employee will be allowed to opt-out for any one day.
- C. If the employee refuses a call for winter maintenance call out, the stipend will be forfeited for that day. A call will be considered refused if the employee directly refuses the call out or cannot be reached at designated telephone or pager number during a call out. The employee will ensure that the Department Head has current contact telephone and pager numbers. A page must be returned within ten (10) minutes or the call will be considered forfeited.
- D. Management and the Bargaining Unit may choose to extend the duration of call back stipend payment in part or entirely by mutual agreement.

- E. When the Foreman signs off call, management may ask a qualified employee to fill in for the Foreman. If the employee so chooses to accept the responsibility that employee will receive three (3) times the stipend rate for those days.
- F. Daily on-call during the work week shall begin at 6:30 a.m. and conclude the following day at 6:30 a.m.

Between the third week of April through the last week of October, highway department employees shall be on-call and shall receive a daily stipend of twenty-five dollars (\$25.00) with the following conditions:

- A. The stipend shall be paid only to one highway department employee per day, who shall be available and able to respond to call-ins.
- B. The bargaining unit shall provide an equitable on-call list, specifically who is on call each day, to the department head at least two weeks in advance.
- C. Employees will ensure that the department head has current telephone and pager numbers for them. When called in, employees must respond to confirm their availability within ten (10) minutes.
- D. The Town may require the individual who is on call to come in to work. If individual who the Town requires to come in does not comply, he/she will lose the stipend and may be disciplined.
- E. The department head will review and approve the on-call list. Approval shall not be unreasonably denied.
- F. Daily on-call during the work week shall begin at 6:30 a.m. and conclude the following day at 6:30 a.m.

#### Call Back

An employee called back to work after having left work shall receive a minimum of three (3) hours work at overtime rates, if eligible under FLSA, unless the time extends to his/her regular shift or unless the individual is called back to rectify his/her own error. For Highway Department members, if call back extends into the employee's regular shift (start time of 6:30 AM), the following pay schedule will be implemented:

- 1. When called back between the hours of 3:30 AM – 4:30 AM – overtime rates for time worked plus \$20.
- 2. When called back between the hours of 4:30 AM – 5:30 AM – overtime rates for time worked plus \$40.

3. When called back between the hours of 5:30 AM – 6:30 AM – overtime rates for time worked plus \$30.

### **ARTICLE VIII - WORK RULES**

The Town may prepare, issue and enforce rules and safety regulations necessary for safe, orderly and efficient operation, which are not inconsistent with this Agreement.

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.

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

### **ARTICLE IX - DISCIPLINE**

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

- (a) Verbal warning
- (b) Written warning
- (c) Suspension without pay
- (d) Discharge

However, 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 a manner consistent with the efficiency of operations and appropriate to the infraction involved and such action will be assessed no later than three months following the date of the infraction or knowledge thereof.

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

### **ARTICLE X - GRIEVANCE PROCEDURE**

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.

For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Agreement arising under

and during the term of this agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.

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

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

### STEPS IN THE GRIEVANCE PROCEDURE

#### Step 1.

Any employee who has a grievance shall submit it first in writing to the Supervisor, or his/her designee within ten (10) working days of the incident giving rise to the grievance, or the grievant's first knowledge thereof, in an attempt to resolve the matter. The grievance shall identify:

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

The Supervisor shall hold a hearing within five (5) workdays of receipt of the written grievance and shall render a decision in writing no later than ten (10) workdays following the date of the hearing.

#### Step 2.

If the grievance is not resolved to the grievant's satisfaction at Step 1, an appeal may be filed with the Town Manager in writing within 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 Town Manager. The Town Manager, or his/her representative, shall hold a hearing within ten (10) work days of receipt of the appeal from Step 1 and shall render a written decision no later than ten (10) work days following the hearing.

#### Step 3.

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

- a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) work days following the date the request for arbitration was received by the Town, the Public Employee Labor Relations Board will be notified by either or both Parties and requested to submit a roster of persons qualified to function as an arbitrator.
- b. The parties shall choose a mutually satisfactory arbitrator from the list submitted within ten (10) work days. If within ten (10) workdays of receipt of the list, the Parties are unable to agree upon an agreeable arbitrator, they shall request that the Public Employee Labor Relations Board appoint an arbitrator.
- c. Neither the Town nor the Union will be permitted to assert any evidence before the arbitrator that was not previously disclosed to the other party.
- d. The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may award a "make whole recommendation," but may apply no penalty payments.
- e. The decision of the arbitrator shall be final and binding on the parties.
- f. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Town and the Union. Any other expenses shall be paid by the Party incurring same.
- g. It is expressly understood that either Party may initiate a meeting with the other Party to resolve the grievance prior to going to Step 3, and the other Party should be available for such meeting.
- h. This arbitration of grievances agreement shall be subject to the provisions of RSA Chapter 542.

#### Powers of the Arbitrator

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

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 is in violation of a specific article and section of this Agreement. His/her powers shall be limited to deciding whether the Town has violated the express article and sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Town from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Town.
3. The Arbitrator shall have no power to substitute his/her discretion for the Town's discretion in cases where the Town is given discretion by this Agreement.
4. The Arbitrator shall only have the authority to pass on a grievance referred to him/her as prescribed herein.
5. Arbitrator shall be without authority to make any decision that requires the commission of any act prohibited by law or which is violation of the terms of this Agreement.

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

#### Jurisdiction of the Arbitrator

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

### **ARTICLE XI – HOLIDAYS**

A. The following eleven (11) holidays are observed by the Town of Littleton:

New Year's Day  
 Washington's Birthday (President's Day) \*3<sup>rd</sup> Wednesday in February\*  
 Martin Luther King, Jr. Day (Civil Rights Day)  
 Memorial Day (observed on Monday)  
 Independence Day



Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day-After Thanksgiving  
Christmas Day

Each year the Town will provide a list of dates that the above-referenced holidays are celebrated during the calendar year.

B. Holiday Procedure – Highway Department/Transfer Station

1. Employees who are absent for unauthorized reasons on the day directly preceding or directly following the holiday shall forfeit pay on the holiday. Employees shall be paid double time and one-half for work performed on Thanksgiving and Christmas, and shall be paid double time for work performed on other holidays.<sup>1</sup> For the highway department, in the event that the holiday falls on Saturday, it shall be observed on the preceding Friday; in the event the holiday falls on Sunday, it will be observed on the following Monday. For the transfer station, in the event that the holiday falls on Monday, it will be a floating holiday; the transfer station will not close on both Friday and Saturday.
2. Eligible employees who do not work on a holiday shall receive holiday pay computed at their regular straight time hourly rate for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday.
3. When a specified holiday falls within an eligible employee's approved leave time period and the employee is absent from work during his regularly scheduled work week because of such leave time, he/she shall receive an additional day off.
4. Washington's Birthday and Civil Rights Day shall not be set holidays in the calendar. Instead, they will each be an individual floating day off that may be requested by each employee for any normal workday subject to the following provisions:
  - a. Individual employee requests for each of these two floating days off must be at least two weeks in advance of the requested day, and the requested day shall be subject to the approval of the Department Head.
  - b. The Department Head will schedule the requested days as nearly as possible with the employee's desire giving preference to seniority, but the Department Head may find it necessary to schedule the days to meet the

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<sup>1</sup> The total rate for holidays worked is double-time or double-time and a half, depending on which holiday is worked. That total rate includes, and is not in addition to, the straight-time rate and any overtime rate. **Example:** An employee's hourly rate is \$10.00. The employee works 8 hours on each non-holiday, Monday-Thursday. The employee works 8 hours on Friday, which is Christmas. The employee will be paid \$320 for Monday-Thursday (\$10 x 8 hours/day x 4 days) and \$200 for Friday (\$10 x 2.5 x 8 hours), for a total of \$520 that week.

needs of service requirements. These two individual floating days off may be requested and scheduled throughout the year, but must be taken by December 31, in each year authorized or one or both will be lost in that year.

5. When a holiday falls on a Monday, Transfer Station employees may take the holiday on another day within one year at the employee's discretion and in accordance with leave request procedures and staffing levels.

C. Holiday Procedure – Fire Department

1. Employees who are absent for unauthorized reasons on the day directly preceding or directly following the holiday shall forfeit pay on the holiday. Employees shall be paid double time and one-half for work performed on Thanksgiving and Christmas, and shall be paid double time for work performed on other holidays.<sup>2</sup> Holidays will be observed on the actual day of the holiday.
2. Eligible employees who do not work on a holiday shall receive holiday pay computed at their regular straight time hourly rate for 12 hours.
3. When a specified holiday falls within an eligible employee's approved leave time period and the employee is absent from work during his regularly scheduled work week because of such leave time, he/she shall receive an additional day off.

**ARTICLE XII - LEAVE TIME**

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

B. Accrual: The accrual rates for Leave Time are as follows:

1. The accrual rates for Leave Time of Fire Department employees hired on or before March 31, 2014, and for Highway Department and Transfer Station employees, are:

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<sup>2</sup> The total rate for holidays worked is double-time or double-time and a half, depending on which holiday is worked. That total rate includes, and is not in addition to, the straight-time rate and any overtime rate. Example: An employee's hourly rate is \$10.00. The employee works 8 hours on each non-holiday, Monday-Thursday. The employee works 8 hours on Friday, which is Christmas. The employee will be paid \$320 for Monday-Thursday (\$10 x 8 hours/day x 4 days) and \$200 for Friday (\$10 x 2.5 x 8 hours), for a total of \$520 that week.

Months of Service	Monthly Accrual Rate – Highway & Transfer	Bi-Weekly Accrual Rate – Highway & Transfer	Monthly Accrual Rate – Fire Department	Bi-Weekly Accrual Rate – Fire Department
Less than 12 months	10 hours	4.615 hours	15 hours	6.923 hours
13-24 months	14 hours	6.462 hours	21 hours	9.692 hours
25-120 months	16 hours	7.385 hours	24 hours	11.08 hours
120+ months	18 hours	8.307 hours	27 hours	12.461 hours

2. The accrual rates for Leave Time of Fire Department employees hired on or after April 1, 2014 are:

Months of Service	Monthly Accrual Rate – Fire Department	Bi-Weekly Accrual Rate – Fire Department
Less than 12 months	13 hours	6.000 hours
13-24 months	17 hours	7.846 hours
25-120 months	19 hours	8.769 hours
120+ months	22 hours	10.153 hours

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

C. Usage:

Leave Time days may be used only after completion of the probationary period. It is expected that all planned absences will be mutually agreed upon by the employee and his/her supervisor prior to the date of the absence. In the case of an unplanned absence, the employee is required to notify the supervisor or Department Head as soon as the need for such becomes apparent.

Leave Time shall be used at the rate of one day of paid leave for each normal workday (for the Fire Department, this will be 12 hours) for which the employee is absent. Leave Time may be used in any size increment desired by the employee and approved by his/her supervisor. Leave Time may not be used in advance of accrual. Use of Leave Time is contingent upon whether the employee's services can be spared at, and during the time requested, and therefore except for illness, injury, or sudden personal emergency need, leave time is subject to approval by the employee's supervisor.

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

D. Maximum Accrual:

The maximum number of accrued Leave Time days is established based upon total months of service. At the end (as of December 31<sup>st</sup>) of each calendar year, each employee will be allowed to carry no more than the established maximum number of accrued Leave Time days into the

new year. Excess Leave Time days beyond the maximum allowed for accrual will be lost. Employees are therefore encouraged to utilize Leave Time on a planned annual basis.

1. For employees hired on or before March 31, 2014:

Months of Service on December 31 <sup>st</sup>	Maximum Accrual Forward – Highway Transfer	Carry &	Maximum Accrual Forward – Fire
Less than 12 months	120 hours		180 hours
13 months – 24 months	228 hours		342 hours
25 months – 120 months	300 hours		450 hours
121 months – 180 months	336 hours		504 hours
More than 180 months	360 hours		540 hours

2. For employees hired on or after April 1, 2014:

	Maximum Accrual Forward – Highway Transfer	Carry &	Maximum Accrual Carry Forward – Fire
Regardless of Service	288 hours		405 hours

The Town Manager, at his/her sole discretion, may waive the above limitation in any particular year on a case by case basis under circumstances which he/she feels are “special circumstances” such as a special vacation trip or critical job demands that prevent the use of Leave Time.

E. Termination:

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

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

Forty-five days as indicated in the above chart is the maximum accrual that could be paid on termination to any employee.

Notwithstanding any other provision in this Agreement, payment to an employee under this Section will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable at the time of termination or retirement, and shall equal the maximum portion of the payment under this Section that will not result in the Town being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a. The second lump sum payment shall be due and payable 121-150 days after the employee’s retirement so as to prevent the Town from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the payment under this Section that is not paid in the first lump sum.

F. Leave Time Exchange Bank

Members of the Union may participate in the Leave Time Exchange Bank program offered by the Town.

G. Leave Time Liability Reduction

In order for the Town to reduce the year end financial obligations associated with accumulated leave time and based on critical job demand a once a year accrual reduction of the leave time may be offered. The accrual reduction, if offered, will be paid only the first or second payroll processed in December and employees will be notified of the Leave Time Liability Reduction offer by memo with an Accrual Reduction request form on or around November 1st each year. The Accrual Reduction request form must be filled out and returned to the Finance department by December 1<sup>st</sup>. An employee qualifying to participate in the Accrual Reduction must have at least 25 months of service with the Town of Littleton, and have taken at least 80 hours leave time since January 1<sup>st</sup> of the current year. The maximum Accrual Reduction requested can be no more than 80 hours of leave time and must leave at least 40 hours of accrued leave time at the time the request is paid out. The Leave time Reduction will be paid out at the employee's current base rate of pay at the time reduction is paid. All applicable taxes and retirement liabilities will be applied accordingly. The Town Manager may waive 40 hours of the required time taken under special circumstances such as staff shortages or critical job demands that prevent use of Leave Days.

H. Retired Former Employees

The Town reserves the right through its Town Manager to allow re-hired employees to accrue leave time at the rate they were at when they left employment by the Town.

**ARTICLE XIII - LEAVES OF ABSENCE**

Bereavement

A leave of absence with pay to three days will be granted to permanent full time employees in the event of the death of a:

spouse, parent, brother, sister, child, father-in-law, mother-in-law, step parents, step child, step brother, step sister, grandchild, grandparent, brother-in-law, sister-in-law, aunt or uncle.

Maternity/Paternity Leave

An employee shall receive one weeks pay at their regular rate when on leave for the birth of a child.

Military Service

When a permanent full time non-supervisory employee who is a member of one of the Reserve components of Armed Forces is required to meet his/her annual two week obligation, said employee will be granted a special leave of absence. This in no way shall affect ordinary leave status. The Town shall pay the difference between the normal pay (no overtime) which the employee would have received if present for duty with the Town, and the amount received from the Military for base pay, if the Town 's pay is greater than such military pay. In order to receive the Town's payment the employee must furnish a written statement from the appropriate military official showing the date and time served, and the amount of pay received. Extended military service assignments shall be compensated under prevailing state and federal laws.

Authorized Absence Without Pay

The Town Manager, at his discretion may grant a leave of absence without pay for a period not to exceed one (1) year. Except in unusual circumstances, such absences will be for the purpose of tending to personal affairs during short periods which the employee is unable to cover with accrued paid ordinary leave, or to cover absences resulting from bona fide sickness or other physical disability which the employee cannot cover with accrued paid ordinary leave.

For such absences of thirty (30) calendar days or less, the employee will continue to accrue paid leave credits and the Health benefit will remain in effect.

For such absences of thirty - one (31) calendar days or more, or accrual of paid ordinary leave and other credits shall be suspended until the first full calendar month after return to work. Additionally, Health and Life Insurance benefits shall not be paid for by the Town but may be continued at the employee's expense.

**ARTICLE XIV - INSURANCE**

Health Insurance:

The Town shall offer employees the opportunity to participate in one of the following health insurance plans: BC2T10 RX-10/20/45 or MTB20IPDED-RX10/20/45 or Lumenos 2500. For employees who elect the MTB20IPDED-RX10/20/45 plan offered by the Town, the Town and the employee shall pay:

	2014-15	2015-16	2016-17
Town	97.5%	92.5%	87.5%
Employee	2.5%	7.5%	12.5%

For employees who elect the BC2T10-RX10/20/45 plan or the Lumenos 2500 plan offered by the Town, the Town shall pay the same dollar amount toward the premium for that plan that it pays toward the premium for the MTB20IPDED-RX10/20/45 plan, and the employee shall pay the difference.

The parties agree that the Town may change coverage to alternative carriers in the future provided there is no reduction in benefits or coverage by doing so. The Town will provide the Union 60 days notice before making any changes and will provide benefit and coverage information so the plans can be reviewed before being implemented.

Any bargaining unit employee who is able to demonstrate to the Town that he/she has obtained adequate health insurance coverage from a source other than the Town that is not subsidized (e.g., not subsidized under the Patient Protection and Affordable Care Act), and that he/she declines coverage by the Town, will receive from the Town at the end of each calendar year a lump sum. If the employee who had so opted-out of coverage by the Town as of March 31, 2014, continues to opt-out, the lump sum for him will be \$5000 in 2014-15, and \$4000 in 2015-16, and \$3000 in 2016-17; the lump sum for all other employees who so opt-out will be \$3000. However, any penalty that the Town incurs because an employee takes insurance that is subsidized (e.g., under the Patient Protection and Affordable Care Act) shall be subtracted from the lump sum.

#### Life Insurance

The Town shall provide each unit employee with a group life insurance policy in an amount equal to one times his/her gross base annual wage, exclusive of overtime.

#### Disability Insurance

The Town will pay the premium for non-temporary, full-time Town employees for disability insurance coverage. Coverage begins on the fourth consecutive day of illness or injury for the duration set forth in the disability insurance policy (up to a maximum length of 2 ½ years). All claims are made directly to the insurance carrier or its agent. The amount of coverage is 2/3 of the rate of pay for each day of illness or injury. Payment is for each day of illness, not for each day of work missed due to illness. This benefit does not supercede the requirements of FMLA laws.

The parties agree that the Town may change coverage to alternative carriers in the future provided there is no reduction in benefits or coverage in doing so. The Town will provide the Union 60 days notice before making any changes and will provide benefit and coverage information so that the plans can be reviewed before being implemented.

#### Pension Plan

The Town shall pay the employer's share for all full time employees for participation in the New Hampshire State Retirement System. Participation of full time employees in the system is mandatory.

#### Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or

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

### Cafeteria Plan

At any time during the term of this Agreement, should the parties hereto agree to a mutually satisfactory Cafeteria Plan, the parties hereto may agree to implement such mutually satisfactory plan.

## **ARTICLE XV - WAGES**

### A. Pay Plans and Appendices

1. The wage and salary schedules for this Agreement are set forth in Appendix A.
2. Employees who are not already in the top step of the wage schedule in Appendix A shall continue to receive one step increase every two (2) contract years: one for the 2015-16 contract year on April 1, 2015. Employees shall receive no step increase for the 2013-14 status quo year, the 2014-15 contract year, or the 2016-17 contract year.

### B. Task assignment premium

Assignment to the position of Assistant Mechanic will be compensated with a supplement of 75 cents per hour above base rate.

### C. Incentive Pay Program

Employees who successfully complete the following coursework and certification items will receive the bonuses on the table below. In courses that are assigned grades, a grade of "C" or better, or credit in a credit/no credit class, is to be attained on adult education or undergraduate work and "B" or better on graduate work. For the purposes of calculation of incentive items based on percentages of salary, the base salary figure of the most recently completed fiscal year will be used. All incentive pay items will be paid in December of the year of completion. Prior to enrollment in any program that may make an employee eligible for the incentive pay program, the employee shall notify the Town Manager of the coursework and anticipated completion date. Upon successful completion of incentive pay program coursework, the employee must provide appropriate documentation to the Town Manager.



<b>PROGRAM</b>	<b>AMOUNT</b>	<b>ELIGIBILITY</b>
Associates Degree	\$1500	One time only
Bachelors Degree	\$3000	One time only
EMT-I	2% of salary	Annually
EMT-P	6% of salary	Annually
Fire Officer Program	\$500	One time only
Hazardous Materials Technician	\$500	One time only
Fire Inspector/Fire Investigator	\$500	One time only
Firefighter III – Specialization (up to 3)	\$500	One time only per specialization
Road Scholar II	\$250	One time only
Road Scholar IV	\$250	One time only

**D. Pay Procedure**

New employees in positions covered by the bargaining unit shall be placed at a bargaining unit pay level determined appropriate by the Town Manager. If such employee moves or is being promoted into a position in the bargaining unit from another position in the Town, such employee will serve the promotional probationary period referred to in Article VI. If such employee is a new employee with the Town, such employee shall serve the employment probationary period referred to in Article VI.

Highway Department employees who receive promotions from one job class to another shall be placed at the lowest step which represents a pay increase of not less than three percent (3%).

For employees who enter a position covered by the bargaining unit on or after the date this Agreement is signed, the anniversary date for such employees for eligibility and consideration of annual steps under the Step Pay Plan provided in this agreement will be the April 1 for all employees.

**E.** The Town reserves the right through its Town Manager to place re-hired employees on the wage schedule up to step 4.

**ARTICLE XVI - MISCELLANEOUS**

**Tuition Reimbursement**

Full time employees upon completion of one (1) year of continuous service may be eligible for tuition assistance when attending an accredited institution of higher learning. To be eligible for a 66% tuition refund, all courses must be approved by the Town Manager, must be related to the job assigned, must be completed with a grade of (B) or better and employee must submit proof of payment.

Additionally, tuition assistance is based on the availability of funds and budget constraints. When a course is paid for in whole or in part through a Federal or State program the Town will not reimburse such courses.

### Performance Evaluation and Fitness for Duty

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

Such evaluation shall not be grounds for disciplinary action but shall be used to assist the employee in identifying and correcting any health related problems.

### Physical Fitness

Unit employees who participate in physical fitness workouts at a bona fide fitness center, according to an exercise regimen designed by the fitness center for the employee, shall be reimbursed up to seventy five dollars (\$75.00) per quarter upon presentation of evidence of having completed at least ten (10) workouts in each calendar month of the applicable quarter. Reimbursement will occur annually in December after presentation by employee of necessary documentation.

### Bulletin Board

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

### Sexual Harassment

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

### Mileage Reimbursement

The Town will reimburse employees for use of personal vehicles for work related assignments at the prevailing IRS mileage reimbursement rate.

## Mechanic's Tools

The Town will provide insurance coverage for all personal tools used by the Highway Department Mechanic in performance of work related responsibilities. Further, the Town will pay the Highway Department Mechanic a tool rental fee of \$50 per pay period in recognition of the Mechanic providing his own tools in lieu of the Town's provision of such tools. Any reimbursement paid may be subject to applicable taxes.

## Uniform Allowance

### A. Non - Fire Department Employees

The Town agrees to pay 100% of the cost of the standard issue uniform rental for each eligible member of the Public Works Department. The Union agrees that employees are required to wear the current standard issue uniform unless otherwise determined by the supervisor. The standard issue uniform will include gloves, hardhat, 2 pairs safety-toed boots (1 pair summer non-insulated and 1 pair winter insulated), 1 pair rubber boots, raingear, safety glasses and safety vest, which shall be replaced on an as-needed basis as determined by the Town. All such equipment must be turned into the Town upon employment separation with the exception of the boots. In no event shall the Town reimburse more than \$300 annually for safety-toed boots. Further, for the highway department, the uniform will include 11 pants, 11 shirts or tee-shirts, and 2 coats. For the transfer station the uniform will include 8 shirts, 8 pants, 2 sweatshirts or 2 coats or 1 of each at the employee's choice, 2 knit winter hats and 2 baseball caps. Employees shall have the option of choosing between shirts and tee-shirts. Mutual agreement will be obtained prior to any change in this standard uniform issue.

For employees choosing not to use a uniform cleaning service, the town agrees to provide those employees supplemental uniform items up to \$150 per year, paid to a supplier. Such uniforms shall include only those articles of clothing determined to be suitable by the Department Head or Town Manager.

### B. Fire Department Employees

The initial Uniform issue to new employees will include one set Class A uniform. The Town agrees to provide to each eligible member of the Fire Department uniform replacement items as needed due to routine wear, up to \$400 per year, paid to the supplier. Such uniforms shall include only those articles of clothing determined to be suitable by the Chief. Each eligible employee, in order to qualify for the uniform allowance shall submit to the Chief a complete inventory of all uniform and equipment items in his/her possession or prescribed by the Chief. The condition and the date of issue shall be included where possible. When seeking replacement, the employee must turn in to the Chief the worn or damaged item. The Town shall provide each eligible employee with those items to bring his/her compliment of uniform items up to the standard established by the Chief. Department issue uniforms and accessories shall not be worn off-duty. Exception: normal station wear can be worn while going to and from work. Worn items will be replaced through the normal uniform allowance, while items damaged in the line of duty shall be replaced at the department's expense.

Uniform items shall include:

- 3 Long sleeve shirts w/ departmental patches
- 3 Short sleeve shirts w/ departmental patches
- 3 Uniform Pants (1 pair of BDU pant may be substituted for 1 regular pair of Uniform pant.)
- 5 Tee Shirts w/ silk screen or embroidered departmental insignia
- 3 Polo Shirts w/ silk screen or embroidered departmental insignia
- 1 Winter Jacket w/ silk screen or embroidered departmental insignia
- 1 Light weight Jacket w/ silk screen or embroidered departmental insignia
- 1 Pullover w/ silk screen or embroidered departmental insignia
- 1 Job shirt / w/ silk screen or embroidered departmental insignia
- 1 Coveralls
- 1 Pair Work Boots ANSI / OSHA approved steel / protective toe
- 2 Uniform Badges
- 1 set of collar insignia
- 1 Dress - ¾ length uniform overcoat w/ departmental patches
- 1 winter hat with embroidered departmental insignia
- 1 baseball cap with embroidered departmental insignia

Residency

Only those employees that are required by State law to do so must reside within Town boundaries. However, full-time Fire Department employees providing public safety services must reside in an area that allows them to report to the Fire Station within twenty (20) minutes of being called during the months of April through October, and within thirty (30) minutes of being called during the months of November through March. Highway Department employees on call to provide emergency or support emergency services (snow plowing, repairing broken lines, etc.) must reside in an area which allows them to report to the Town Garage within twenty (20) minutes of being called during the months of April through October, and within thirty (30) minutes of being called during the months of November through March.”

Temporary Service Out of Rank

Full-time employees who are required and formally and specifically assigned by the Department Head to assume the duties and responsibilities of a higher rank within the bargaining unit for more than ten consecutive days shall be compensated at the minimum of the Salary Schedule of the higher rank, if such salary is higher than the assigned employee’s current salary. If a holiday occurs during temporary service, the employee will only receive out of rank compensation if call out occurs.

Full time employees who are specifically assigned by the Town to assume the duties and responsibilities of a higher rank outside the bargaining unit for more than ten consecutive days shall be compensated at a higher pay rate in the pay grade of the higher position which is no less than 5% and no more than 10% over their current rate for all hours worked in the higher position.

Subject to Article VII (Overtime) (A)(7), in cases where no full-time employees are available or possess the experience to fill acting positions, acting positions may be filled with part-time/call company personnel.

### Labor/Management Committee

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

### Pay Stubs

An employee's pay stub shall, to the extent the Town's payroll service can accommodate adding such information, contain a current listing of leave time to which the employee is entitled.

### Fire Department Shift Coverage

Weekday coverage in the Fire Department will be two person coverage, excluding the Fire Chief. All other shifts will remain at current staffing levels unless management deems high coverage levels are necessary.

### Drivers' Licenses

The Town will pay the difference between the cost of an employee's regular driver's license and the cost of a commercial driver's license for an employee who is required to hold a commercial driver's license for his/her job.

## **ARTICLE XVII - ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject no matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the duration of this Agreement, each voluntary and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties; mutual agreement in writing.

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 XVIII - SAVINGS**

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


### **ARTICLE XIX - DURATION**

This Agreement shall be effective as of April 1, 2014 and shall remain in full force and effect until March 31, 2017.

**SIGNATURE PAGE**

FOR THE TOWN

FOR THE UNION

  
Town Manager

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Chairman Selectboard

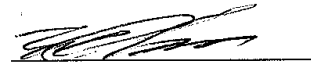
  
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Date: 3/31/14

## APPENDIX A – WAGE SCHEDULES

### Littleton AFSCME Wage Schedules, 2014-15 (April 1, 2014 - March 31, 2015 Contract Year)

	1	2	3	4	5	6	7	8	9	10	11	12
Recycling Attendant	14.56	14.92	15.30	15.69	16.08	16.48	16.89	17.31	17.75	18.19	18.65	19.11
Lead Attendant	16.44	16.85	17.29	17.73	18.19	18.65	19.13	19.61	20.11	20.61	21.12	21.65
FFI & FFII	17.15	17.57	18.02	18.47	18.94	19.40	19.90	20.39	20.90	21.43	21.96	22.51
Lieutenant	18.00	18.45	18.93	19.41	19.91	20.40	20.91	21.43	21.97	22.51	23.07	23.65
Captain	20.40	20.91	21.45	22.00	22.56	23.14	23.74	24.35	24.95	25.57	26.21	26.87
Laborer	12.28	12.59	12.90	13.23	13.56	13.90	14.25	14.61	14.96	15.34	15.73	16.12
Truck Driver	13.77	14.12	14.46	14.83	15.19	15.58	15.95	16.35	16.76	17.20	17.63	18.07
Light Equip	15.50	15.89	16.31	16.72	17.15	17.57	18.01	18.46	18.92	19.40	19.88	20.38
Heavy Equip	16.71	17.13	17.56	18.01	18.46	18.93	19.39	19.88	20.38	20.89	21.41	21.95
Mechanic	17.86	18.31	18.78	19.26	19.76	20.27	20.79	21.29	21.84	22.38	22.94	23.51
Foreman	19.33	19.81	20.31	20.82	21.34	21.87	22.41	22.97	23.55	24.13	24.75	25.36

### Littleton AFSCME Wage Schedules, 2015-16 (April 1, 2015 - March 31, 2016 Contract Year)

	1	2	3	4	5	6	7	8	9	10	11	12
Recycling Attendant	14.56	14.92	15.30	15.69	16.08	16.48	16.89	17.31	17.75	18.19	18.65	19.11
Lead Attendant	16.44	16.85	17.29	17.73	18.19	18.65	19.13	19.61	20.11	20.61	21.12	21.65
FFI & FFII	17.15	17.57	18.02	18.47	18.94	19.40	19.90	20.39	20.90	21.43	21.96	22.51
Lieutenant	18.00	18.45	18.93	19.41	19.91	20.40	20.91	21.43	21.97	22.51	23.07	23.65
Captain	20.40	20.91	21.45	22.00	22.56	23.14	23.74	24.35	24.95	25.57	26.21	26.87
Laborer	12.28	12.59	12.90	13.23	13.56	13.90	14.25	14.61	14.96	15.34	15.73	16.12
Truck Driver	13.77	14.12	14.46	14.83	15.19	15.58	15.95	16.35	16.76	17.20	17.63	18.07
Light Equip	15.50	15.89	16.31	16.72	17.15	17.57	18.01	18.46	18.92	19.40	19.88	20.38
Heavy Equip	16.71	17.13	17.56	18.01	18.46	18.93	19.39	19.88	20.38	20.89	21.41	21.95
Mechanic	17.86	18.31	18.78	19.26	19.76	20.27	20.79	21.29	21.84	22.38	22.94	23.51
Foreman	19.33	19.81	20.31	20.82	21.34	21.87	22.41	22.97	23.55	24.13	24.75	25.36

### Littleton AFSCME Wage Schedules, 2016-17 (April 1, 2016 - March 31, 2017 Contract Year)

	1	2	3	4	5	6	7	8	9	10	11	12
Recycling Attendant	14.85	15.22	15.61	16.00	16.40	16.81	17.23	17.66	18.10	18.55	19.02	19.50
Lead Attendant	16.77	17.19	17.63	18.08	18.55	19.02	19.51	20.01	20.52	21.03	21.55	22.09
FFI & FFII	17.49	17.93	18.38	18.84	19.32	19.79	20.30	20.80	21.32	21.86	22.40	22.96
Lieutenant	18.36	18.82	19.31	19.80	20.31	20.81	21.33	21.86	22.41	22.96	23.53	24.13
Captain	20.81	21.33	21.88	22.44	23.01	23.61	24.21	24.83	25.45	26.08	26.74	27.40
Laborer	12.53	12.84	13.16	13.49	13.83	14.18	14.53	14.90	15.26	15.65	16.04	16.44
Truck Driver	14.05	14.40	14.75	15.13	15.49	15.89	16.27	16.68	17.09	17.54	17.98	18.44
Light Equip	15.81	16.21	16.64	17.05	17.49	17.93	18.37	18.83	19.30	19.79	20.28	20.79
Heavy Equip	17.04	17.47	17.92	18.37	18.83	19.31	19.78	20.28	20.79	21.31	21.84	22.39
Mechanic	18.22	18.68	19.15	19.64	20.15	20.67	21.20	21.71	22.27	22.83	23.40	23.98
Foreman	19.72	20.20	20.71	21.23	21.77	22.31	22.86	23.43	24.02	24.62	25.24	25.86