

TOWN OF HOOKSETT, NH

AND

**TEAMSTERS LOCAL 633
(DPW)**

COLLECTIVE BARGAINING AGREEMENT

July 1, 2024 to June 30, 2025

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PREAMBLE

The purpose and intent of the Town of Hooksett, hereinafter called the Town, and the Teamsters Local 633, hereinafter called the Union, entering into this Agreement is to promote orderly and peaceful relations between the Town and the organized employees in the Bargaining Unit included in the following Agreement and to provide on behalf of the citizens of Hooksett approved services in an effective and efficient manner.

ARTICLE 1
RECOGNITION

- 1.1 The Town of Hooksett hereby recognizes Teamsters Local 633 in accordance with RSA-273 A as the exclusive representative of the Bargaining Unit in the Certification of Representation as follows: All full time and regular part time Heavy Equipment Operator/Laborer, Truck Driver/Laborer, Laborer, Mechanic, Heavy Equipment Operator/Truck Driver, Truck Driver/Laborer – Transfer Station, Assistant Crew Chiefs, Master Mechanic and Transfer Station Administrative Assistant.

Excluded: Crew Chief, Crew Chief – Transfer Station, Administrative Assistant, Laborer (Seasonal), Custodian and Laborer – Transfer Station.

ARTICLE 2

NON-DISCRIMINATION

- 2.1 The Town and the Departments covered by this Agreement agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.
- 2.2 The Town, the Departments and the Union covered by this Agreement agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, sex, age, physical handicap, gender or sexual orientation.

ARTICLE 3

UNION SECURITY

- 3.1 Upon presentation of a signed authorization card by the employee to the Town, the Town agrees to deduct the official dues/service fee of the Union from wages of each employee covered by this Agreement on a weekly basis and pay the total amount collected to: Teamsters Local 633, 53 Goffstown Road, Suite A, Manchester, NH 03102 by the 20th day of the month for which the deduction is made.
- 3.2 If an employee has no check coming or if the check is not large enough to satisfy the dues/service fee, then no deduction will be made for that pay period. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues/service fee.
- 3.3 The Town will not require new union cards for increase in dues, Union dues are one of the automatic allowances under RSA 275:48 (b)(1).

ARTICLE 4
DEFINITIONS

- 4.1 **Full time:** An employee in a classified bargaining union position who is specifically hired as full time and regularly scheduled to work 35 hours or more per week and has successfully completed the probationary period. A full-time employee is eligible for all benefits as described in this Agreement.
- 4.2 **Part time:** An employee in a classified bargaining union position who is specifically hired as part time and is regularly scheduled to work less than 35 hours per week and has successfully completed the probationary period. Part time employees are not eligible for benefits described in this Agreement and are not part of the bargaining unit.
- 4.3 **Temporary:** An employee who was specifically hired for temporary work and is regularly scheduled to work for specific periods of time or for the completion of a specific project. A temporary employee is not eligible for benefits described in this Agreement and is not part of the bargaining unit.
- 4.4 **Seasonal:** An employee who was specifically hired for seasonal work and is regularly scheduled to work in a specific department or for specific periods of time during the year dependent on the season/weather. Seasonal employees are not eligible for benefits described in this Agreement and are not part of the bargaining unit.

ARTICLE 5
PROBATION

- 5.1 Regular full-time employees. All employees hired into a regular full time position who are original hires, or rehires following separation, shall serve a probationary period of six (6) consecutive months of active work (which does not include time spent on a leave of absence except as may be required by law). The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the employee and Union.
- 5.2 Regular part time employees. All employees hired into a regular part time position who are original hires, or rehires following separation, shall serve a probationary period of 1,080 hours of active work (which does not include time spent on a leave of absence except as may be required by law and does not include overtime or unscheduled work). The Employer may extend this probation for a period not to exceed five hundred forty (540) hours upon notice to the employee and Union.
- 5.3 At any time during the probationary periods noted in Sections 1 and 2, an employee may be terminated at the discretion of the Employer without such discharge being a violation of this Agreement and such termination is not a proper subject for Article 28 (Grievance Procedure).
- 5.4 All employees promoted from a bargaining unit classification to a higher job classification within the bargaining unit shall serve a trial period of ninety (90) calendar days. At any time during the trial period, any promoted employee within or outside of the bargaining unit may be returned to the employee's previously held job classification in the bargaining unit, at the discretion of the Employer or the Employee. In this instance, any employee hired into the vacancy may be terminated by the Employer without it being a violation of any of the provisions of this Agreement.
- 5.5 Employees shall, during the probationary period, accumulate paid sick and vacation leave as provided by Articles 11 and 12. Employees may take leaves of absence during the probationary period at the sole discretion of the Employer.
- 5.6 Employees shall be entitled to the same Health, Dental, Life and Disability Insurances as provide by Article 20.

ARTICLE 6

SENIORITY

- 6.1 Seniority shall be defined as the length of time an employee has continuously worked for the Town on a full-time basis.
- 6.2 Seniority shall prevail in matters concerning re-hirings of laid off employees. Qualified and available employees shall be reinstated before new employees are hired. If all laid off employees from the Department in which the laid off employee(s) used to be a part of have been contacted and are unavailable for reinstatement, the position shall be offered to outside candidate(s).
- 6.3 Until an employee has served the initial six (6) month probation period, it shall be deemed that the employee has no seniority status and the employee may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.
- 6.4 An employee shall not forfeit seniority during absences caused by:
- (a) Illness resulting in total temporary disability due to the employee's work with the Department certified to by an affidavit from the Workers' Compensation Carrier.
 - (b) Illness not the result of the employee's misconduct, resulting in temporary disability, certified to by a periodic physician's affidavit consistent with illness and prognosis except that such affidavit will be required at intervals of no more than every thirty (30) days.
 - (c) Maternity leave will not affect the seniority of an employee.
- 6.5 An employee shall lose seniority for, but not limited to the following:
- (a) If an employee is discharged and if such discharge is not overturned by an appropriate authority.
 - (b) If the employee resigns.
- 6.6 The preparation and maintenance of the seniority roster shall be the responsibility of the Town, approved by the Union and is to be a part of this Agreement. The list is to be drawn up and posted once each year in July.

ARTICLE 7

PROMOTIONS AND TRANSFERS

- 7.1 Jobs to be filled through promotion shall be posted on the Town bulletin boards in the Department in which the vacancy occurs for a period of five (5) working days.

ARTICLE 8

HOURS OF WORK AND OVERTIME

This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

8.1 The normal full-time schedule shall consist of Forty (40) hours per week with the following schedule:

- Monday 7-3:30 (8.5hrs)
- Tuesday 7-3:30 (8.5hrs)
- Wednesday 7-4:30 (9.5hrs)
- Thursday 7-3:30 (8.5Hrs)
- Friday 7-12:00 (5hrs)

Modified work schedules shall be permitted with mutual agreement between the Director of Public Works or designee and the Union.

Full-time: Defined as an employee in a classified bargaining union position who is specifically hired as full-time and regularly scheduled to work 35 hours or more per week and successfully completed the probationary period. A full-time employee is eligible for all benefits as described in this Agreement.

8.2 All employees shall be entitled to a thirty (30) minute paid lunch break and two (2) fifteen-minute breaks during the course of the work day with the two shorter breaks to be taken in proximity to the job site. Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer.

8.3 All hours paid, except for unscheduled sick, in excess of the scheduled forty (40) hours in any one work week shall be paid at the rate of time and one-half (1 ½).

The assignment of overtime shall be at the discretion of the Employer. Employees must receive prior authorization from the Director of Public Works or designee before working any overtime, except in cases of emergency.

Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

- 8.4 An employee who has left his/her place of employment and is recalled to work prior to the start of his/her next normal shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1 ½) from the time the employee registers at the Public Works timeclock system; provided further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three (3) hour minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hours minimum work guarantee from the time the employee registers at the Public Works timeclock system;. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between the normal shifts but not to be paid separately for several call backs within the three (3) hour minimum guarantee period.
- 8.5 All hours worked in excess of sixteen (16) consecutive hours shall be paid at the rate of two times (2X) the employee's regular hourly rate as a result of winter operations or when supporting other emergency situations declared by the Director of Public Works or designee.
- 8.5.1 For the purpose of this provision, when the double time continues during the normal scheduled work hours and the winter operations or other emergency situations does not require continued operations, the employees who are no longer needed will be released. The Director of Public Works or designee would authorize the release and the released employees would be paid straight time from that time until the end of the normally scheduled day.
- 8.5.2 Should the Highway Crew Chief or designee, determine that storm conditions allows for crews to be released, and conditions require a call back, the time between release and call back is less than 5 hours then the punch out would be voided and that time would be considered time worked for double time consideration.
- 8.6 **PRESCHEDULED OVERTIME** Prescheduled overtime is defined as overtime that could be reasonably scheduled in advance (at least 24 hours) to actually being required. When a prescheduled overtime need exists, the overtime will be posted for volunteers with the Division requiring the overtime. The posting shall specify the date, time, grade, and classification needed to perform the overtime requirement. Overtime will be assigned to the employee who most closely meets the grade requirement on a rotational basis. Example: if the posting requires a Laborer, then preference will be given to all Laborers within the Division before the overtime is filled with higher grade employees. If an overtime requirement cannot be filled within the Division requiring the overtime, and when there is adequate time (more than 8 hours), the overtime will be offered to all other divisions within the Department. Employee(s) selected to fill the overtime requirement will be notified by the end of the workday prior to the

overtime requirement as a minimum. The Director of Public Works or designee will assign the overtime to the next employee on the group seniority rotational list.

- 8.7 **COMPENSATORY TIME.** An employee who is classified as hourly (non-exempt) is eligible for compensatory time. An employee is eligible for compensatory time if their work hours during a single pay period exceed their regular work schedule. If the employee chooses compensatory time in lieu of overtime, approval must be obtained from their supervisor. The calculation of work hours includes all hours paid but does not include unscheduled sick and unapproved absences. Work conducted over the regular work schedule in a single pay period will be given to the employee at a rate of time and one half (1 ½) in the form of paid time off. Employees will be encouraged to use compensatory time as soon as possible after the time is accrued. In no case will an employee be allowed to accrue more than twenty (20) hours of compensatory time. Accrued compensatory time must be used during the fiscal year in which it was accrued. In the rare instance when an employee wants to carry over any unused compensatory time into the next fiscal year, approval must be received from the Town Administrator.

When the employment of an employee ends, for any reason, the employee will be eligible for payment of accrued compensatory time up to the 20-hour cap.

ARTICLE 9

STANDBY AND CALL IN

- 9.1 **STANDBY:** Employees who are assigned during their normal off duty time, by the Director of Public Works or designee to standby duty shall be in immediate communication with the Director of Public Works or designee during the assigned standby time period and shall report to work immediately, but in no case longer than one (1) hour from the time of first contact.
- 9.1.1 When the conditions require personnel to be placed on standby, the Director of Public Works or designee will post a notice at the timeclock in Public Works. This posting will identify who is on standby and the day(s) standby is required. This posting will be updated should the standby needs to be extended.
- 9.1.2 A pager will be provided to the employee on standby. Pagers should be returned when not required to be on standby, however for ease of contact, employees may retain the pagers. Retaining the pagers does not construe continuation of standby. Only the posting establishes the standby.
- 9.1.3 When employees are required to be on standby, they shall be paid an extra ten dollars (\$10.00) a day. Standby is at the discretion of the Director of Public Works or designee who will notify the employee on the day he/she is required to be standby.
- 9.2 **CALL IN:** For the purpose of this Article when a call is made to report into work, the employee shall be paid for a minimum of three (3) hours at the employee's time and one-half (1 ½) hourly rate.

ARTICLE 10

HOLIDAYS

- 10.1 All employees covered by this Agreement shall be paid for the following named holidays:
- | | |
|----------------------|------------------------|
| New Year's Day | Columbus Day |
| MLK/Civil Rights Day | Veterans' Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Juneteenth (June 19) | Christmas Day |
| Independence Day | |
| Labor Day | |
- 10.2 Actual holidays falling on a Saturday will be observed on the preceding Friday. Actual holidays falling on a Sunday will be observed on the following Monday. Work conducted on an actual holiday (which is not the "observed" Town holiday) will be treated as a regular workday.
- 10.3 All work performed on a Town observed holiday shall be paid at the rate of time and one-half (1 ½) over and above regular hours paid for the holiday for all hours worked but in no case will such employee be credited with less than two (2) hours work.
- 10.4 An employee is entitled to holiday pay on a Town observed holiday referred to in Section 10.1, only if he/she works the last scheduled work day preceding the Town observed holiday and the first scheduled work day following the Town observed holiday, or is on approved paid leave.
- 10.5 Paid holidays occurring during the work week shall be counted as hours worked for the purpose of determining the forty (40) straight time hours for the pay period.
- 10.6 Recycle and Transfer employees are required to work the day after Thanksgiving and can either be paid at the rate of time and one-half (1 ½) or use hours worked on this day for compensatory time. See Article 8.7 for details on compensatory time.
- 10.7 Recycle and Transfer employees are not required to work the Saturday before any holiday that falls on a Monday or the Saturday after any holiday that falls on a Friday with the exception of the Day after Thanksgiving.

ARTICLE 11

VACATIONS

- 11.1 The purpose of vacation leave is to provide full time employees the opportunity for a break in their work schedule. The amount of vacation earned annually is based on the number of years employed (employee's anniversary date). Vacation time is accrued monthly. Vacation accruals are as follows effective July 1, 2021, available for August 1st.
- 11.2 Vacation leave shall be accrued at the following rates for full-time employees beginning with their first month of employment. The employee must start work by the 15th of the month in order to accrue in the first month.

Years of Service Completed	Vacation Time Accrual per month	Vacation Time Max Carry Over as of June 30th each year
0-4.99 Years	7.79 hours	120 hours
5-9.99 Years	11.33 hours	
10-14.99 Years	14.88 hours	
15 Years +	17.71 hours	

- 11.3 **Vac prior to 7/1/2021.** Vacation earned prior to July 1, 2021 will be tracked in a separate bank called "Vac prior to 7/1/2021" and can be used at the employee's discretion. No more time can be added to this bank and no more than the following hours can be carried over as of June 30th each year for employees continuous service:
- 240 hours less than 15 years
 - 320 hours 15 years or more
- 11.4 One vacation day equals one normal 8-hour workday. If accruals exceed the maximum caps listed above, the accrual overages are forfeited. No vacation leave shall be taken before accrual. Each month's accrual will be officially accrued once the month has been completed and will be eligible for use on the first day of the following month. As an example, vacation time accrued for January will be available for use on February 1st. If a holiday occurs during a vacation, the employee may extend their vacation for one day or take the vacation day at another time. Use of vacation leave at a particular time is contingent upon whether the employee's services can be spared. Employees must submit their vacation requests as early as possible in the calendar year. The Director of Public Works or designee shall approve vacation requests taking into consideration that

the remaining work force at all times will be adequate to cope with the expected workload. In cases where too many requests are made for a particular date, employees with the earliest request with sufficient accrued leave will be given preference. From October 1st to May 1st vacations may be permitted subject to the approval by the Director of Public Works or designee.

- 11.5 Vacation time will not accrue when the employee is out of work and has been approved for workers' compensation, short/long-term disability or is in a no pay status with the Town. Accrued time will be prorated if the employee is out of work for less than one month.

ARTICLE 12

SICK LEAVE

- 12.1 Full time employees will receive paid sick leave. The employee will accrue sick leave at the rate of eight hours per month. Sick leave may be accrued up to a 240-hour cap. At the end of the fiscal year, any sick leave over the 240-hour cap will be reimbursed to the employee at half pay.
- 12.2 Sick leave shall be accrued for full time employees beginning with their first month of employment. The employee must start work by the 15th of the month in order to accrue in the first month.
- 12.3 No sick leave shall be taken before accrual. Each month's accrual will be officially accrued once the month has been completed and will be eligible for use the first day of the following month. As an example, sick time accrued for January will be available for use on February 1st.
- 12.4 Sick leave may be used only to cover absences resulting for bona-fide sickness or injury; to cover absences required by exposure to contagious disease; to cover absences resulting from a necessity to attend to an ill member of the employee's household or a family member; for a medical provider office visit; physical therapy; or, any type of medically related use. All sick leave must be approved by the Director of Public Works or designee.
- 12.5 In order to receive pay for sick leave, the Director of Public Works or designee must be notified of the absence no later than fifteen minutes after the start of the employee's workday. Upon return to work the employee must fill out the appropriate paperwork to use sick leave. The Town may require a doctor's note/statement for any sick leave absences of three days or more. The doctor's note/statement must be provided upon request. The doctor's note/statement may be required before being allowed to return to work.
- A scheduled sick day is when an employee requests time off in advance for a doctor's visit or medical procedure for him/herself or a family member. Absences due to personal or family illness that is not requested and approved in advance or are called in the same day of the absence are considered unscheduled and will not be included as hours worked in overtime calculations.
- 12.6 Each fiscal year, 16 hours of annual sick leave will be considered "personal leave" for the employee to use for personal reasons during the current fiscal year. These 16 hours will be taken from the employee's sick leave account when used. At the end of the fiscal year, unused personal leave will be converted back to sick

leave and will be carried over into the next fiscal year. This will result in the employee having a total of no more than 16 hours of personal time per fiscal year.

- 12.7 Chronic cases of absenteeism may be reviewed by the Director of Public Works or designee and a determination will be made regarding continued employment. If an employee is suspected or known to be misusing sick leave for reasons other than sickness or a medically related issue, the Director of Public Works or designee may require a doctor's note, and/or conduct an investigation into the alleged misuse. If found to be misusing sick leave; discipline will be issued up to and including dismissal.
- 12.8 Sick time will not accrue when the employee is out of work and has been approved for workers' compensation, short/long-term disability or is in a no pay status with the Town. Accrued time will be prorated if the employee is out of work for less than one month.

ARTICLE 13

LEAVE OF ABSENCE

- 13.1 The Town agrees to allow Union representatives, steward and/or aggrieved employees reasonable time without loss of pay, during regular work hours for the purpose of processing grievances and negotiations. Union representatives shall obtain prior permission of the Director of Public Works or designee before interrupting the work of an employee located at a different work site.
- 13.2 Time lost by a representative of the Union on grievance settlements or negotiations shall be paid for by the Town as provided in RSA 273-A.
- 13.3 Any employee who requests time off but has no accrued leave available may be granted an unpaid leave of absence. Unpaid leave of absence may be granted by the Director of Public Works or designee with concurrence of the Town Administrator for a period not to exceed thirty (30) calendar days. An employee who has taken an unpaid leave of absence will have no loss of insurance benefits or seniority but will not accrue leave benefits such as vacation, sick leave, etc. Insurance benefits will be paid by the Town in accordance with the established level of deductions and the employee will be responsible to pay their weekly payroll deductions and any previously agreed upon financial obligations. When the unpaid leave of absence ends, the employee will be reinstated to the position held before the leave was granted.

ARTICLE 14

BEREAVEMENT LEAVE

- 14.1 Initial bereavement leave not to exceed three (3) working days with pay will be granted to a bargaining unit employee in the case of a family member's death. Family members shall include spouse, child, person acting in loco parentis, parent, sibling, immediate in-laws.
- 14.2 Initial bereavement leave not to exceed one (1) working day with pay will be granted to a bargaining unit employee in the case of a grandchild, grandparent, aunt, uncle.
- 14.3 A request for additional bereavement days will be approved at the discretion of the Director of Public Works or designee.

ARTICLE 15

MATERNITY LEAVE

Refer to Town Personnel Plan

ARTICLE 16

MILITARY LEAVE

Refer to Town Personnel Plan

ARTICLE 17

COURT SERVICE LEAVE

Refer to Town Personnel Plan

ARTICLE 18

CRIME VICTIM LEAVE

Refer to Town Personnel Plan

ARTICLE 19

FAMILY MEDICAL LEAVE ACT

Refer to Town Personnel Plan

ARTICLE 20

HEALTH, DENTAL, LIFE and DISABILITY INSURANCES

- 20.1 The Town will provide to members of the Bargaining Unit Health, dental, short-term & long-term disability, and Life Insurance on the same terms and conditions (level of benefits, deductibles) as outlined in the Town's Personnel Plan. Sick time and vacation time will not accrue when the employee is out on short/long-term disability or waiting for a decision. The Town reserves the right to modify such insurance plans from time to time during the term of this Agreement, provided the Union is given thirty (30) days written notice of modification and provided further that members of the Bargaining Unit are treated as same as other Town employees.
- 20.2 In the event that the Town is considering a change in Health, dental, short-term & Long-Term Disability, or Life Insurance that would include a decrease in benefits or an increase in employee premium contribution, the Town Administrator agrees to meet with members of Bargaining Unit to discuss such change and to consider any modifications within the Town's proposed changes on the subject submitted by members of the Bargaining Unit.
- Effective July 1, 2024 the employee will pay twenty percent (20%) through payroll deduction of the health insurance premium, when the plan they selected has a non-union employee premium contribution. This rate will apply until a successor agreement is reached.
- A. If the union employee selects a health plan that has no non-union employee premium contribution, the Town will pay 100% of the premium.
- B. Town union employee health insurance opt-out (Health insurance stipend agreement) terms will be the same as non-union employees.

ARTICLE 21

CLOTHING ALLOWANCE

- 21.1 The Town shall continue to provide uniforms to the Public Works Department at the level in place as of the signing of this Agreement. The Town will allow a reimbursement up to \$250.00 per fiscal year for the purchase of OSHA safety toe certified footwear. The Town will provide, or reimburse cost not to exceed \$100.00 for Town approved work shorts suitable to provide protection against rips, tears, and flame per fiscal year. Employees that are on a probationary period will not be eligible for reimbursement until the completion of their probationary period for both the footwear and work shorts but can submit receipts of purchases made during their probationary period.

ARTICLE 22

TRAVEL ALLOWANCE

- 22.1 The Town will reimburse an employee at the Federally recognized rate for vehicle usage when personal vehicles are utilized for Town business other than normal transportation to and from work. In the event an appropriate Town vehicle is available, and the employee chooses to use his/her own personal vehicle, no reimbursement will apply.

ARTICLE 23

SAFETY

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

ARTICLE 24

BULLETIN BOARDS

- 24.1 The Town shall provide space for bulletin boards for the posting of notices of the Town addressed to the employees and notices of the Union addressed to the members. The Department shall locate its bulletin boards at convenient places within the department. No Union notice shall be posted until it has been signed by a Union Official and approved by the Director of Public Works or his/her designated representative.

ARTICLE 25

MANAGEMENT RIGHTS

25.1 Except as specifically modified by this Agreement the Town hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law including, but not limited to the right:

1. To the executive management and administrative control of the Town's property and facilities;
2. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment or dismissal;
3. To determine overall goals, objectives, and policies regarding the work to be accomplished;
4. To determine the assignment of personnel to tasks to be accomplished;
5. To determine the services, supplies and equipment necessary to carry out operations and to determine the methods and processes of carrying on the work;
6. To adopt reasonable rules and regulations, including those related to hours of work and overtime;
7. To determine the location or relocation of its facilities, buildings, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
8. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations;
9. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization, and;
10. To direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the workforce.
11. The parties agree that a labor management committee shall be established as of the effective date of this agreement. The labor management committee shall consist of the Executive Board of the Union and Public Works Director or designee. The Labor Management Committee shall meet at least monthly. A meeting may be cancelled by mutual agreement.

ARTICLE 26

STRIKES/LOCKOUTS PROHIBITED

- 26.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit down, stay in, sick out, work slowdown, withholding of services or any curtailment of work which would interfere with the operations of the Town.
- 26.2 The Town agrees that under no circumstances will it invoke a lockout.

ARTICLE 27

DISCIPLINARY PROCEDURES

- 27.1 All disciplinary action shall be in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.
- 27.2 All verbal warnings, written warnings, suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the employee, the Union and Human Resources for the employee's personnel file within ten (10) work-days of the date of the event leading to the disciplinary action.
- 27.3 Disciplinary action shall normally be taken in the following order:
- A. Documented Verbal Warning
 - B. Written Warning
 - C. Suspension without pay
 - D. Discharge

The above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

- 27.4 Policies are essential to provide for an efficient, safe, nondiscriminatory, and pleasant work environment. Violators will be subject to disciplinary action in accordance with this section. It is the responsibility of all employees to observe the policies and regulations necessary for the proper operation of the Departments in the Town. Disciplinary action may be taken for conduct or actions which interfere with or prevent the Town from effectively and efficiently discharging its responsibilities to the public, but in no case will disciplinary action be taken without just cause.
- 27.5 Employees are expected to conduct themselves in a professional manner.
- 27.6 It is the policy of the Town to take corrective action against employees who violate rules, regulations, or standards of conduct, or who endanger the safety of others or perform in an unsatisfactory manner.
- 27.7 The Town may also place an employee on paid or unpaid administrative leave, on a temporary basis, as permitted under Federal and State Law.

ARTICLE 28

GRIEVANCE PROCEDURE

28.1 A grievance is defined as a claim or dispute arising out of the application or interpretation of this Agreement under the provisions of this Agreement and shall be processed in the following manner:

STEP 1 An employee having a grievance must submit such grievance in writing, listing the article(s) and section(s) violated, the specific grievance and the remedy desired to his/her Crew Chief within ten (10) business days from the date of the event giving rise to the grievance. The Crew Chief shall meet with the employee and union representative within ten (10) business days following receipt of the written grievance and shall give a written decision within ten (10) business days thereafter.

STEP 2 If the grievant or the union disagrees with the decision of the Crew Chief and desires to proceed with the grievance, then such grievance must be submitted in writing, listing the article(s) and section(s) violated, the specific grievance and the remedy desired to the Director of Public Works within ten (10) business days from the date the decision of the Crew Chief was rendered. The Director of Public Works shall meet with the employee and union representative within ten (10) business days following receipt of the written grievance and shall give a written decision within ten (10) business days thereafter.

STEP 3 If the grievant or the union disagrees with the decision of the Director of Public Works and desires to proceed with the grievance, then such grievance must be submitted in writing, listing the article(s) and section(s) violated, the specific grievance and the remedy desired to the Town Administrator within ten (10) business days from the date of the decision of the Director of Public Works was rendered. The Town Administrator shall meet with the employee and union representative within ten (10) business days following receipt of the written grievance and shall give a written decision within ten (10) business days thereafter.

STEP 4 If the grievant or the union disagrees with the decision of the Town Administrator and desires to proceed with the grievance, then such grievance must be submitted in writing, listing the article(s) and section(s) violated, the specific grievance and the remedy desired, requesting a public or non-public hearing, to the Town Council within ten (10) business days from the date the decision of the Town Administrator was rendered. At the Town Council's next regularly scheduled meeting timeframe to post their agenda, the Town Council shall hold a hearing with the employee and union representative and issue a written decision at their next regularly scheduled meeting thereafter.

STEP 5 If no settlement is reached as a result of Step 4, the union may submit in writing a request to a mutually agreed upon neutral arbitration agency or to the Labor Relations Connection to appoint an arbitrator to resolve said grievance. Such action to be filed within thirty (30) business days after Step 4 has occurred or a decision has been rendered.

- 28.2 Mediation of Grievance: If the union has referred, in a timely fashion, a grievance to arbitration, the parties may jointly agree to submit the grievance to mediation in lieu of arbitration in accordance with the following provisions:
- A. Mediation of a grievance will be scheduled only on the basis of a joint request for mediation by the Union and the Town Council made within five (5) calendar days after the Union has referred the grievance to arbitration, unless the parties mutually agree otherwise in writing.
 - B. The mediator shall be a trained third-party neutral agreed to by both parties.
 - C. One representative for each party shall present its position to the mediator, provided that the grievant shall have the right to be present at the mediation conference.
 - D. The parties' representatives may, but are not required to, present the mediator with a brief written statement of the facts, the issue, and the arguments in support of their position. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.
 - E. Proceedings before the mediator shall be informal in nature. The rules of evidence will not apply, and no record of the mediation conference shall be made.
 - F. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.
 - G. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision that shall include the basis thereof, unless both parties agree that no such decision should be provided.
 - H. The mediator's advisory decision, if accepted by both parties, shall not constitute a precedent unless both parties agree.
 - I. If no settlement is reached at mediation, the Union is free to arbitrate the grievance, provided it advises the Town Council, in writing, within ten (10) calendar days following the mediation conference.
 - J. In the event that a grievance that has been mediated goes to arbitration, the mediator may not serve as the arbitrator. Nothing said or done by the mediator may be referred to or introduced at the arbitration hearing, and nothing said or done by either part in the mediation conference may be used against the other party in arbitration.
 - K. The fees and expenses of the mediator shall be borne equally between the parties.

- 28.3 The cost of the arbitrator shall be shared equally by the parties. Each party shall be required to make arrangements for payment of the expenses of witnesses who are not Town employees who are called by them.
- 28.4 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.
- 28.5 The above time frames may be extended or by-passed by mutual written agreement of the parties.
- 28.6 Business days are defined as Monday through Friday.

ARTICLE 29
WAGE RATES

Effective the first Monday in July 2024, all members will follow "APPENDIX A". Members off probation will receive a two-step increase and members on probation will receive a one-step increase after the successful completion of probation. Members off the scale will receive a 2% cost of living adjustment.

- a. Members hired as a Truck Driver/Laborer without a CDL license will receive 2% less than the Truck Driver/Laborer Step 1. The member will move on the Truck Driver/Laborer scale at Step 1 when they obtain their CDL license.

Longevity bonus of \$1,000 will be paid to full-time members with three years of continuous service with the Town's Public Works Department and \$2,000 for full-time members with 6,9,12,15,18,21,24,27,31 years with the Town's Public Works Department and will be in the payroll check generated for the pay period following the employee's anniversary date.

Bonus

- Members in position as of the March 2024 Town Vote will receive a \$500 ratification bonus effective July 25, 2024.
- A recruiting sign-on bonus may be authorized at the discretion of the Town Administrator or designee.

Note: All members will receive either a ratification or a sign-on bonus.

ARTICLE 30

NHRS

- 30.1 The Town agrees to contribute towards the New Hampshire State Retirement System for those employees participating in said program in accordance with State requirements.

ARTICLE 31

SEVERABILITY

- 31.1 In the event that any article or section of an article of this Agreement is declared to be illegal, void or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other articles shall remain in full force and effect to the same extent that the article or section of an article declared to be illegal, void or invalid had never been incorporated into this Agreement, except that the parties agree to meet within ninety (90) calendar days to negotiate a substitute for the invalidated article or section thereof.

ARTICLE 32

DURATION

32.1 This Agreement shall be in full force and effect from July 1, 2024 through June 30, 2025 except as specified in individual articles. Should either party desire to cancel or terminate the Agreement, written notice shall be served by either party upon the other at least one hundred twenty (120) calendar days prior to the date of expiration.

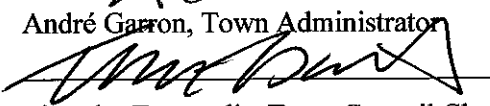
32.2 Where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate change and/or revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) calendar days prior to the budget submission date of any subsequent year, advising such party desires to revise or change terms or conditions of such Agreement and specifies the Article(s) to be renegotiated.

FOR THE TOWN OF HOOKSETT

FOR TEAMSTERS LOCAL 633


André Garron, Town Administrator

Secretary-Treasurer


Timothy Tsantoulis, Town Council Chair

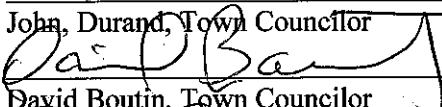
Business Agent

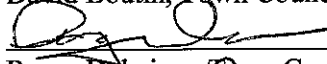

James Sullivan, Town Council Vice-Chair


Randall Lapiere, Town Council Secretary


Alex Walczyk, Town Councilor


John, Durand, Town Councilor


David Boutin, Town Councilor


Roger Duhaine, Town Councilor


Jodi Pinard, Town Councilor

Keith Judge, Town Councilor


Ben Berthiaume, DPW Director

Date: 10/25/2023

Date: 10/25/2023

APPENDIX A

Teamsters Local 633

Appendix A

Effective as of 7/1/2024 to 6/30/2025 Grade	3%												
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Transfer Station Administrative Assistant	20.68	21.30	21.94	22.60	23.28	23.98	24.70	25.44	26.20	26.99	27.80	28.63	29.49
Assistant Crew Chiefs	22.14	22.80	23.48	24.18	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64	31.56
Laborer	17.28	17.80	18.33	18.88	19.45	20.03	20.63	21.25	21.89	22.55	23.23	23.93	24.65
Truck Driver/Laborer - Transfer Station	20.06	20.66	21.28	21.92	22.58	23.26	23.96	24.68	25.42	26.18	26.97	27.78	28.61
Heavy Equipment Operator/Laborer	20.68	21.30	21.94	22.60	23.28	23.98	24.70	25.44	26.20	26.99	27.80	28.63	29.49
Heavy Equipment Operator/Truck Driver	21.91	22.57	23.25	23.95	24.67	25.41	26.17	26.96	27.77	28.60	29.46	30.34	31.25
Mechanic	24.08	24.80	25.54	26.31	27.10	27.91	28.75	29.61	30.50	31.42	32.36	33.33	34.33
Master Mechanic	26.53	27.33	28.15	28.99	29.86	30.76	31.68	32.63	33.61	34.62	35.66	36.73	37.83

Note: Employees hired as a Truck Driver/Laborer without a CDL license will receive 2% less than the Truck Driver/Laborer Step 1.

