

**ORIGINAL**

**AGREEMENT BETWEEN  
THE TOWN OF HOOKSETT, NH  
AND  
TEAMSTERS LOCAL 633  
(MID-MANAGEMENT)**

**JULY 1, 2022 – 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 hereby recognizes the Union as the exclusive bargaining representative, pursuant to the provisions of the New Hampshire RSA 273-A, for Crew Chiefs, Community Development Assistants, Tax Clerks, Assessing Clerk, Bookkeeper, ~~Deputy Town Clerk~~, Fire Administrative Captain (EMS), Fire Administrative Captain (Fire Prevention), Town Engineer and Town Planner.

1.2 Excluded: All other employees and positions.

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

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

2.1 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.

### **ARTICLE 3**

#### **EMPLOYEE RIGHTS**

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

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

3.3 The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, marital status, age or disability.

### **ARTICLE 4**

#### **SEXUAL HARASSMENT**

4.1 Refer to Town Personnel Plan for compliance with Federal, State and local regulations regarding sexual harassment.

## **ARTICLE 5**

### **PROBATIONARY PERIOD**

5.1 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 At any time during the probationary periods noted in 5.1, 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 29 Grievance Procedure.

5.3 Employees shall, during the probationary period, accumulate paid sick and vacation leave as provided by Articles 21 Sick Leave and Article 20 Vacation Leave. Employees may take leaves of absence during the probationary period at the sole discretion of the Employer.

5.4 Employees shall be entitled to the same Health, Dental, Life and Disability Insurances as provide by Article 24 Health, Dental, Life and Disability Insurance.

## **ARTICLE 6**

### **DUES CHECK OFF**

6.1 Upon an individually written authorization card signed by the employee and approved by the Union, the Town agrees to deduct from each employee's wages weekly, a sum for the Union dues to be paid to the Union each month. The Town agrees to pay the total amount collected to: Teamsters Local 633, 53 Goffstown Road, Suite A, Manchester, NH 03102 by the 20<sup>th</sup> day of the month for which the deduction is made. The Union agrees to hold the Town harmless from any claim or liability arising out of the deduction of dues and payment to the Union under this Article.

## **ARTICLE 7**

### **SENIORITY**

7.1 Seniority shall be measured from the last date of hire of an employee. Seniority shall terminate upon the occurrence of one of the following events; Retirement; Discharge; Resignation; Lay-off for one (1) year; Absence due to illness or accident in excess of twelve (12) months; or Failure to return from lay-off within fourteen (14) calendar days of notification.

7.2 Seniority shall continue to accrue during periods of qualified Workers Compensation absence due to illness or accident on the job.

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

## **ARTICLE 8**

### **LAY-OFF AND RECALL**

8.1 In the event of lay-off, employees shall be laid off in the order of their seniority beginning with the least senior in each job classification. It is understood that an employee retained must be qualified to perform the available work, or the least senior employee in the job classification shall not be laid off

8.2 In the event of recall, employees shall be recalled in the reverse order, of lay-off in each job classification, provided the employee is qualified to perform the job available. Recalled employees shall be mailed a recall notice to the last known address on Town records. It shall be the employee's responsibility to update such mailing address as necessary. An employee who fails to return to work within fourteen (14) calendar days of the mailing of the recall notice shall lose all recall rights and seniority. Recall rights shall continue for one (1) year after date of layoff of the employee.

## **ARTICLE 9**

### **JOB POSTING**

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

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

## **ARTICLE 10**

### **OVERTIME**

10.1 For all non-exempt members, all hours paid, except for unscheduled sick, in excess of the scheduled forty (40) hours in any one work week shall be paid at a rate of time and one-half (1 ½).

10.2 The assignment of overtime shall be at the discretion of the Department Head or designee. Member must receive prior authorization from the Department Head or designee before working any overtime, except in cases of emergency. Overtime will be distributed as evenly as possible with the understanding that members who turn down overtime will lose any right to dispute overtime distribution.

10.3 Specifically to the Hooksett Department of Public Works Crew Chiefs, all hours worked in excess of sixteen (16) consecutive hours shall be paid at the rate of two times (2x) the members' regular rate as a result of winter operations or when supporting other emergency situations declared by the Director of Public Works or designee.

10.4 Compensatory time. A member who is classified as hourly (non-exempt) is eligible for compensatory time. A member is eligible for compensatory time if their work hours during a single pay period exceed their regular work schedule. If the member chooses compensatory time in lieu of overtime, approval must be obtained from their supervisor. The calculation of work hours includes all hours paid except unscheduled sick, approved absences and does not include 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. Members 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 a member wants to carry over any unused compensatory time into the next fiscal year, approval must be received from the Town Administrator, otherwise, the leftover compensatory time is forfeited.

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

## **ARTICLE 11**

### **CALL IN TIME**

11.1 Employees called in to work outside of their regularly scheduled working hours, after leaving the work premises will be paid for the time actually worked with a minimum of three (3) hours at time and one-half (1.5), except in instances where the employee is coming in to perform authorized scheduled overtime, in which case the employee will be paid time and one-half (1.5) the employee's regular hourly rate of pay in accordance with Article 10 Overtime for hours worked.

11.2 Employees subsequently called in within the same three (3) hour period of their last call-in shall not receive the call-in pay.

11.3 During periods of anticipated emergencies, the Town may require employees of the Department of Public Works to be on standby and carry a departmental pager for the anticipated emergencies. Employees on standby will be compensated an amount of \$10 per day. Failure of an employee to respond to a call may result in that employee forfeiting the standby pay for that day.

## **ARTICLE 12**

### **DISCIPLINARY PROCEDURE**

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

12.2 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 five (5) work days of the date of the verbal warning, written warning, suspension or discharge.

12.3 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.

12.4 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.

12.5 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.

12.6 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 13**

### **LEAVES 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 Department Head 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 Department Head 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.

13.4 **Crime Victim Leave** – Refer to Town Personnel Plan for compliance with Federal, State, and local regulations.

13.5 **Federal Medical Leave Act (FMLA)** - Refer to Town Personnel Plan for compliance with Federal, State, and local regulations.

13.6 **Jury Duty (Court Service Leave)** - Refer to Town Personnel Plan for compliance with Federal, State, and local regulations.

13.7 **Maternity Leave** - Refer to Town Personnel Plan for compliance with Federal, State, and local regulations.

13.8 **Military Leave** - Refer to Town Personnel Plan for compliance with Federal, State, and local regulations.

13.9 Sick time and vacation time will not accrue when the employee is out of work in a no pay status with the Town.

## **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 Department Head.

## **ARTICLE 15**

### **PERSONAL DAYS**

15.1 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. All personal leave will follow the same procedure as sick leave when applied for. 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.

## **ARTICLE 16**

### **HOLIDAYS**

16.1 All employees covered by this Agreement shall be paid for the following named holidays:

New Year's Day  
MLK/Civil Rights Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day

Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

16.2 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.

16.3 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 three (3) hours work.

16.4 An employee is entitled to holiday pay on a Town observed holiday referred to in Section 16.1, 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.

16.5 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.

16.6 Recycle and Transfer members 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 to be used within the fiscal year in which it was accrued.

16.7 Members absent without pay on an extended leave of absences, such as short/long-term disability, Workers' Compensation, and/or Family Medical Leave Act, will not be paid for the holiday.

## **ARTICLE 17**

### **EMPLOYEE INDEMNIFICATION**

17.1 The Town shall purchase commercial liability insurance or public entity risk pool liability insurance that defends all employees against claims made against them arising out of an act or omission by the employee while acting in good faith within the employee's scope of employment subject to insurance coverage terms, limits, conditions and exclusions. The insurance shall indemnify all employees for judgments entered against them arising out of any act or omission by the employee acting in good faith within the employee's scope of employment to the extent that the claim and judgment is within the scope and limits of coverage of an insurance policy maintained by the Town.

## **ARTICLE 18**

### **CAREER INCENTIVES**

18.1 The following reimbursement policy will apply to all employees after one year of service. The Town agrees to provide reimbursement for the cost of in accordance with the following:

- Courses must be approved in advance as recommended by the department head with approval by the Town Administrator.
- Courses are related to the employee's job or as part of an approved career development program.
- Not more than one thousand five hundred dollars (\$1,500.00) will be paid for any employee in any fiscal year for all course reimbursement for that year.
- Budgeted funds are available.
- Successful completion of course work with a "C" grade or the numerical equivalent grade or better and satisfactory proof of attainment.

18.2 If a course is paid for in whole or in part through federal, state or private industry programs, then the Town will not reimburse for the same course, it being the intent of this section to eliminate double payment for any course.

18.3 Education reimbursement expenses include: tuition, registration, books, supplies, and course material.

18.4 The restriction and requirements above will not apply to courses which the Town requests an employee to take during on duty time.

18.5 All employees may be required to engage in such on the job training programs as may be deemed necessary or desirable by the appropriate Department Head and/or the Town Administrator

## **ARTICLE 19**

### **MILEAGE**

19.1 Employees required or requested to use their personal vehicles in the course of their duty for Town business shall be reimbursed at the rate established by the Internal Revenue Service.

19.2 Employees required by the Town to travel outside of Hooksett for business or educational purposes shall be reimbursed for only their out-of-pocket expenses related to meals, lodging, tolls, parking and transportation. Detail receipts showing all items paid will be required for reimbursement. Meal expenses shall be capped at the following rates per day: Breakfast \$8.00; Lunch \$10.00 and Dinner \$15.00.

## ARTICLE 20

### VACATION LEAVE

20.1 Members of the Bargaining Unit shall earn vacation leave in accordance with the following schedule.

Years of Service	Monthly Accrual	Max Carry over
0-4.99 years	7.79 hours	120 hours
5-9.99 years	11.33 hours	120 hours
10-14.99 years	14.88 hours	120 hours
15 years +	17.71 hours	120 hours

20.2 Members hired before the 15<sup>th</sup> day of the month will receive the first monthly accrual. Members who terminate employment prior to the last day of the month will not receive the final monthly accrual. Vacation time will not accrue when the member is absent without pay on an extended leave of absences, such as short/long-term disability or Family Medical Leave. Accrued time will be prorated if the member is out of work for less than a month.

20.3 Each member shall be able to use vacation in the following ways:

Vacation leave may not be used in advance of the accrual. Use of vacation leave at a particular time is contingent upon whether the member's service can be spared. Members shall submit their vacation request to the Department Head or his/her designee as early as possible in the calendar year. In cases where more than two (2) requests are made for a particular time, in the same department, members with greater seniority shall be given preference. 120 hours of vacation time may be carried over to the following fiscal year.

20.4 Salaried exempt members must use the appropriate leave(s) (sick, vacation, personal) for workweek with less than 40 hours worked.

20.5 **Vacation prior to 7/1/19.** Vacation earned prior to July 1, 2019 will be tracked in a separate bank called "Vacation prior to 7/1/19" and can be used at the member's discretion. No more time can be added to this bank.

20.6 **Vacation prior to 7/1/21.** Vacation earned prior to July 1, 2021 will be tracked in a separate bank called "Vacation prior to 7/1/21" and can be used at the member's discretion. No more time can be added to this bank.

20.7 Town Engineer (in position as of 12/03/2021) will accrue at 11.33 hours of vacation monthly.

## **ARTICLE 21** **SICK LEAVE**

21.1 Members of the Bargaining Unit will receive paid sick leave. The member will accrue sick leave at the rate of eight (8) 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 member at half pay.

21.2 Sick leave shall be accrued beginning with their first month of employment. The member must start work by the 15<sup>th</sup> of the month in order to accrue in the first month. Members who terminate employment prior to the last day of the month will not receive the final monthly accrual. Sick time will not accrue when the member is absent without pay on an extended leave of absences, such as short/long-term disability or Family Medical Leave. Accrued time will be prorated if the employee is out of work for less than a month.

21.3 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 1<sup>st</sup>.

21.4 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 member'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 Department Head or designee.

21.5 Salaried exempt members must use the appropriate leave(s) (sick, vacation, personal) for workweek with less than 40 hours worked.

21.6 In order to receive pay for sick leave, the Department Head or designee must be notified of the absence no later than fifteen minutes after the start of the member's workday. Upon return to work the member 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.

21.7 A "scheduled sick day" is when a member requests time off 7 days in advance for a doctor's visit or medical procedure for him/herself or a family member. Scheduled sick time shall count as hours worked for the purposes of calculating overtime as opposed to "unscheduled" sick hours will not count as hours worked for the purpose of calculating overtime.

21.8 If a member is suspected or known to be misusing sick leave for reasons other than sickness or a medically related issue, the Department Head 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.

## **ARTICLE 22**

### **HEALTH, DENTAL, LIFE and DISABILITY INSURANCE**

22.1 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 provided to other employees of the Town. Sick time and vacation time will not accrue when the employee is out of work and has been approved for short/long-term disability.

22.2 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.

22.3 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 proposal(s) on the subject submitted by members of the Bargaining Unit.

- Effective July 1, 2022 the members will pay seventeen percent (17%) through payroll deduction of the health insurance premium, when the plan they selected has a non-union employee premium contribution.
- Effective July 1, 2023 the members will pay eighteen percent (18%) through payroll deduction of the health insurance premium, when the plan they selected has a non-union employee premium contribution.
- Effective July 1, 2024 the members will pay nineteen percent (19%) through payroll deduction of the health insurance premium, when the plan they selected has a non-union employee premium contribution.

22.4 If the union member selects a health plan that has no non-union employee premium contribution, the Town will pay 100% of the premium.

22.5 Union members' health insurance stipend (opt-out) terms will be as described in the Personnel Plan.

## **ARTICLE 23**

### **WAGES**

23.1 Effective on the first Monday after July 1, 2022 all members will receive a 5% increase to their pay.

23.2 Effective on the first Monday after July 1, 2023 all members will receive a 3% increase to their pay.

23.3 Effective on the first Monday after July 1, 2024 all members will receive a 3% increase to their pay.

23.4 Longevity bonus of \$1,000 will be paid to all members who have completed (3) three years of continuous service with the Town or \$2,000 for members with 6,9,12,15,18, 21, 24, 27, 31 years with the Town and will be paid in the paycheck generated for the pay period following the employee's anniversary date.

## **ARTICLE 24**

### **WORKERS' COMPENSATION**

24.1 On-the-job injuries are covered by workers' compensation insurance, which is provided at no cost to the employee. If an employee is injured on the job, no matter how slightly, the employee must report the incident immediately to their supervisor. Employees must complete the necessary workers compensation forms following any injury. Once a claim is approved, the employee will receive a dollar amount for a period of time from the workers' compensation company, as specified by State law. Workers' compensation is tax exempt and is not considered compensation under the New Hampshire Retirement System.

24.2 If an employee has applied for workers' compensation and is awaiting approval, the employee may use any available accrued time in order to receive a paycheck. Examples of accrued time are sick, vacation, personal day, floater, etc. The employee must agree in writing that upon receipt of workers' compensation a reimbursement will be done to restore the accrued leave time that was used; and, to ensure the employee will not have been paid more than 100% of the employee's regular gross wages between workers' compensation and the Town. This process will be as follows: On the employee's next regular paycheck, the amount of accrued time previously used, will be reversed from their paycheck and placed back into their accrual account. If the amount of reversal is of a size that cannot be reversed from one paycheck, the amount will be divided up and reversed over multiple paychecks.

24.3 When the employee is approved for workers' compensation, the employee will keep their workers' compensation check/wages and the Town will supplement that workers compensation payment with regular wages in an amount that will equal 100% of



the employee's regular gross wages. This is known as the differential pay. The employee keeps the differential pay. The differential will be paid for up to a maximum of 15 weeks. Once the 15 week differential pay has been exhausted, the employee may use any accrued time he/she has in order to be compensated at 100%.

24.4 If the employee has been denied workers' compensation, the employee has the right to appeal and continue to use any available accrued time in order to receive a paycheck while waiting for the appeal decision. Examples of accrued time are sick, vacation, personal day, floater, etc. If the appeal is won, the same reimbursement process would apply.

24.5 An employee who has sustained an on-the-job injury will be reinstated to his or her former position within eighteen (18) months of the initial injury if the position exists and is available, and the employee is not disabled from performing the duties of the position. A fitness-for-duty certificate may be required before an employee is permitted to return to work.

24.6 Under New Hampshire law, an employee's reinstatement rights expire eighteen (18) months from the date of injury. An employee also will not be reinstated if they have accepted a job with another employer at any time after the date of the injury, or if there is a medical determination that the employee cannot return to their former position. Other circumstances concerning reinstatement will be governed by the New Hampshire Department of Labor requirements.

24.7 Upon return to work the employee will receive any cost of living increase that would have normally occurred while on workers' compensation. Upon return to work the employee will receive, if qualified, any merit increase that was missed while on workers' compensation. The same evaluation process will be used as is used for all other employees.

24.8 Additional holiday pay above workers' compensation payments will not be awarded while the employee is on workers' compensation.

## **ARTICLE 25**

### **CLOTHING ALLOWANCE**

25.1 The Hooksett Fire-Rescue Department will establish an account in the amount of not less than nine hundred dollars (\$900) for each Fire Captain for the purpose of buying and maintaining their uniforms. Additional funds may be allotted with the approval of Fire Chief or his/her designee as needed. The Hooksett Fire-Rescue Department will select vendors for members to order items from after they have received approval from the Fire Chief or his/her designee that they have the available funds.

25.2 The Town shall continue to provide uniforms to the Crew Chiefs of the Department of Public Works at the level in place as of the signing of this Agreement. The Town will allow a reimbursement up to \$250 per fiscal year for the purchase of safety footwear. The Town will provide, or reimburse cost not to exceed Town cost, two pair of Town approved

work shorts per fiscal year.

## **ARTICLE 26**

### **NO STRIKE/NO LOCKOUT**

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

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

## **ARTICLE 27**

### **SEPARABILITY CLAUSE**

27.1 If any Article of this Agreement or any application of any portion of any Article of this Agreement to any employee or group of employees is held to be contrary to law, then such Article shall be deemed invalid, but all other Articles shall continue in full force and effect.

## **ARTICLE 28**

### **SHOP STEWARD**

28.1 The Town agrees to recognize one (1) Shop Steward and one (1) Alternate Shop Steward, who will serve in the absence of the regular shop steward. The Union will provide in writing to the Town the Shop Steward and Alternate Shop Steward current contact information.

28.2 If a situation should arise which threatens to disrupt the workplace when the Shop Steward is on duty, the Town Administrator or designee will attempt to schedule times or meetings so as not to lessen departmental coverage. If a settlement cannot be reached, the Steward shall report it by telephone to the Union Business Agent. If the issue still cannot be settled, the Steward shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure. The Town Administrator or designee may discuss situations direct with the Union Business Agent.

28.3 It is understood that time spent in grievance processing or investigation which is done by a Union Steward or member will be done either before or after working a regular

shift, and will not be paid for.

## **ARTICLE 29**

### **GRIEVANCE PROCEDURE**

29.1 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 Supervisor within ten (10) business days from the date of the event giving rise to the grievance. The Supervisor 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 Supervisor 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 Department Head within ten (10) business days from the date the decision of the Supervisor was rendered. The Department Head 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 Department Head 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 Department Head 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.

29.2 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.

29.3 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.

29.4 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

29.5 The above time frames may be extended or by-passed by mutual written agreement of the parties.

29.6 Business days are defined as Monday through Friday.

### **ARTICLE 30**

#### **UNION BULLETIN BOARD**

30.1 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 location of the union bulletin board shall be at convenient places at the following locations: Fire-Rescue-Administration, Public Works-Highway and Town Hall. Bulletin board shall contain official Union business.

### **ARTICLE 31**

#### **RETIREMENT SYSTEM**

31.1 Employees who work full-time, will be covered under the New Hampshire Retirement System, either Group I or Group II, as appropriate.

### **ARTICLE 32**

#### **HOURS OF WORK - WORK WEEK**

32.1 The hours of work for the Town Office union members, shall generally consist of forty (40) hours per week between the hours of 8:00 a.m. to 4:30 p.m., Monday, Tuesday, Thursday; 8:00 a.m. to 6:30 p.m. on Wednesday and 8:00 a.m. to 12:00 p.m. on Friday.

32.2 The hours of work for Fire Department union members shall generally consist of four (4) ten-hours days for a forty (40) hours per week between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, at the discretion of the Fire Chief or designee.

32.3 The hours of work for Public Works Department union members shall generally consist of forty (40) hours per week between the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday and for Recycling and Transfer Division members some Saturdays from 8 a.m. to 1 p.m.

32.4 Flextime. Flextime is a temporary schedule or arrangement by which a member may work different hours within the same pay period; subject to department head or designee approval. The end result being no overtime or comp time would be accrued or used, and the member would be paid for their normal work week.

When a flextime schedule or arrangement is used, it is the department head or designee's responsibility to ensure that staffing is always available to meet the operational requirements of the department as well as the needs of the public during normal business hours. The department head or designee may, at their discretion, implement, continue, discontinue or modify flextime work schedules. The department head or designee has the right to return an employee to a standard work schedule. The department head or designee ensures that flextime is administered consistently and equitably within the department. The member must plan and organize their time to meet the job requirements established by the department head or designee.

Flextime example: if an employee arrives to work 30 minutes beyond the regularly scheduled start time, but could work an additional 30 minutes at the end of the shift to make up the time, then the department head has the authority to allow that employee to work the additional 30 minutes on that day or another day as long it's all during the same pay period. Alternatively, an employee who works an extra 30 minutes on a particular day, and wishes to leave work early by 30 minutes on the same day or another, may do so as long as it is within the same pay period and has approval of the department head.

32.5 An alternate work schedule must be requested in writing by the member to the Department Head with approval by the Town Administrator.

### **ARTICLE 33**

#### **EXPENDITURE OF PUBLIC FUNDS**

33.1 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 Budgetary Town Meeting at each of its appropriate annual meetings during the term of this agreement. The Employer shall make a good faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual meetings. If such funds are not forthcoming, the employer and the union shall resume negotiations regarding the matters affected.

## **ARTICLE 34**

### **EFFECT OF AGREEMENT**

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

34.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and that opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered, by 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 that they negotiated or signed this Agreement.

34.3 The parties to this agreement may voluntarily agree to re-open negotiations on any subject, matter, provision, or article of this agreement at any time. Should the parties agree to mutually reopen this agreement; the remaining articles of the agreement shall remain in full force and effect. Should the parties fail to reach an agreement on any subject, matter, provision, or article which was mutually agreed upon as the subject of the re-opener, then the subject, matter, provision, or article of the existing agreement shall remain in full force and effect. Neither party of this agreement shall be subject to any litigation for failing to mutually agree to a re-opener, such as, but not limited to a grievance, unfair labor practice, etc.


## ARTICLE 35

### DURATION

35.1 This Agreement shall be in full force and effect from July 1, 2022 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.

35.2 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**

  
Town Administrator

  
Town Council Chair

  
Town Council Vice-Chair


  
Town Council Secretary

  
Town Councilor

  
Town Councilor

  
Town Councilor

  
Town Councilor

  
Town Councilor

  
Town Councilor

Date: 12-15-2021

For Town of Hooksett, NH

  
André L. Garron, Town Administrator

#### **FOR TEAMSTERS LOCAL 633**

  
Business Agent

Secretary Treasurer

Union Negotiator

Union Negotiator

Union Negotiator

Union Negotiator

Union Negotiator

Union Negotiator

Union Negotiator

Union Negotiator

Date: 12/15/21

For Teamsters Local 633 Mid-Management

  
Keith Judge, Business Agent



## APPENDIX A

### PAY SCALE 07/01/2022-06/30/2025

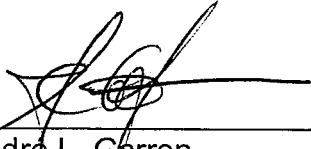
Position Title	Minimum	Maximum
Tax Clerk	14.57	28.67
	30,306.43	59,639.72
Bookkeeper	15.13	29.74
	31,464.94	61,864.05
Community Development Assistant Assessing Clerk	16.65	32.77
	34,639.23	68,166.30
Crew Chief	19.83	39.01
	41,242.70	81,141.54
Fire Administrative Captain	25.09	49.36
	52,178.97	102,666.52
Town Planner	25.67	50.50
	53,383.81	105,029.86
Town Engineer	28.06	54.37
	58,365.37	113,093.04

## MEMORANDUM OF UNDERSTANDING

The Town of Hooksett, NH ("Town") and Teamsters Local 633 Mid-Management ("Union"), hereby agree as follows for the collective bargaining agreement term 07/01/2022-06/30/2025:


1. The Town and the Union agree the Town Engineer, Bruce Thomas (in position as of December 2021) and Town Planner, Elizabeth Robidoux (in the position as of September 2023) will accrue 17.71 hours of vacation monthly effective as of September 2023.

Town of Hooksett, NH

  
\_\_\_\_\_  
Andre L. Garron  
Town Administrator

7/28/23  
Date

Teamsters Local 633 Mid-Management

  
\_\_\_\_\_  
Date

7/28/23  
Date

## MEMORANDUM OF UNDERSTANDING

The Town of Hooksett, NH ("Town") and Teamsters Local 633 Mid-Management ("Union"), hereby agree as follows for the collective bargaining agreement term 07/01/2022-06/30/2025:

Juneteenth (June 19<sup>th</sup>) will be added to Article 16 Holidays effective Wednesday, June 19, 2024. The Town will recognize this holiday on the 19<sup>th</sup> each year. Should that day fall on a Saturday it will be observed on the preceding Friday. If it falls on a Sunday, it will be observed on the following Monday.

Town of Hooksett, NH

Teamsters Local 633 Mid-Management

  
\_\_\_\_\_  
André L. Garron  
Town Administrator

9-27-23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

4/17/22  
\_\_\_\_\_  
Date