AGREEMENT BETWEEN

THE TOWN OF HOOKSETT, NH

AND

TEAMSTERS LOCAL 633

(MID-MANAGEMENT)

JULY 1, 2021 – JUNE 30, 2022
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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.

DISCLAIMER: LANGUAGE NOT WRITTEN IN THIS AGREEMENT DEFAULTS TO THE TOWN OF HOOKSETT PERSONNEL PLAN.

SICK TIME AND 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 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: Crew Chiefs, Community Development Assistant, Tax Clerk, Assessing Clerk, Bookkeeper, Deputy Town Clerk, Fire Captain, Town Engineer and Town Planner.

Excluded: All other employees and positions.

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

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

HEALTH, DENTAL, LIFE and DISABILITY INSURANCES

4.1 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. 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.

4.2 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, 2021 the employee will pay sixteen percent (16%) through payroll deduction of the health insurance premium, when the plan they selected has a non-union employee premium contribution.

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 5

GRIEVANCE PROCEDURE

5.1 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.
5.2 **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 or the mediator shall be borne equally between the parties.

5.3 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.

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

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

5.6 Business days are defined as Monday through Friday.
ARTICLE 6
WAGE RATES

Effective on the first Monday after July 1, 2021 all members will receive .53 cents per hour wage increase.

Exhibit A Pay Scale 07/01/2021-06/30/2022 see attached.
ARTICLE 7
DURATION

7.1 This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2022 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.

7.2 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

[Signature]
Town Administrator

[Signature]
Town Council Chair

[Signature]
Town Council Vice-Chair

[Signature]
Town Council Secretary

[Signature]
Town Councilor

[Signature]
Town Councilor

[Signature]
Town Councilor

[Signature]
Town Councilor

[Signature]
Town Councilor

[Signature]
Town Councilor

Date: January 13, 2021

FOR TEAMSTERS LOCAL 633

[Signature]
Business Agent

[Signature]
Secretary Treasurer

[Signature]
Union Negotiator

[Signature]
Union Negotiator

[Signature]
Union Negotiator

[Signature]
Union Negotiator

[Signature]
Union Negotiator

[Signature]
Union Negotiator

[Signature]
Union Negotiator

Date: January 13, 2021
## EXHIBIT A
### PAY SCALE 07/01/2021-06/30/2022

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