Collective Bargaining Agreement

Between

Town of Hampton

And

State Employees Association of New Hampshire, Inc. SEIU Local 1984, AFL-CIO, CLC

Effective April 1, 2014 through March 31, 2017

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A contract between State Employees' Association of New Hampshire, Inc., Service Employees International Union, Local 1984, hereinafter referred to as the "Union" and the Town of Hampton, New Hampshire, hereinafter referred to as the "Town" and collectively referred to as the "Parties".

ARTICLE 1
Recognition

1.1 The Town recognizes the Union as the bargaining representative within the context of RSA 273-A, as amended, for all full-time regular and part-time employees in the following positions: Working Foreman, Heavy Equipment Operator, Light Equipment Operator/Carpenter, Light Equipment Operator, Vehicle Mechanic, Vehicle Mechanic Helper, Vehicle Mechanic Apprentice, Highway Laborer, Waste Water Treatment Plant (WWTP) Operator, WWTP Assistant Operator, WWTP Pump Equipment Mechanic, WWTP Pump Equipment Mechanic's Assistant, WWTP Laborer, Sewer Inspector/ Working Foreman, Assistant Sewer Inspector, Sewer and Drain Laborer, Transfer Station Operator, Rubbish Collector, Scale House Operator, Secretary. Additionally, it is agreed that the following positions and employees are specifically excluded from recognition or coverage under this Agreement: Public Works Director, Superintendents, Foreman, Chief Operator, Assistant Operations Manager, all other supervisors, professional and confidential employees, persons in a probationary or temporary status, employed seasonally, irregularly or on-call, and all other employees of the Town of Hampton.

1.2 The Town recognizes the State Employees' Association of New Hampshire, Inc. SEIU Local 1984 as the representative of the bargaining unit and agrees to be bound by RSA 273-A, as amended.

1.3 All newly hired employees shall serve in a probationary period of not more than twelve (12) months from the date of hire. A continuous period of employment with no break in service up to the date of permanent hire shall be counted as part of the twelve-month (12) probationary period.

The Town has the right to discipline and/or discharge a probationary employee without recourse by the Union under this contract.

ARTICLE 2
Employee Rights and Non-Discrimination

2.1 The Parties agree to honor and to be bound by the provisions of RSA 273-A and RSA 354-A, as amended, and other applicable laws, with respect to the rights of employees and protections from discrimination in the application of the provisions of this Contract to the employees in the bargaining unit. All such claims under this section shall be processed through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints so as to prevent the expiration of time limits or appeal rights set for the by statute or regulation.

2.2 Neither party to this Contract shall take any action whatsoever, on or off the job, against any employee who chooses to become or not to become a member of the Union. Any such action or activity by either party or any of its members, whether on or off the job, shall be a violation of this Contract.

2.3 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.

ARTICLE 3
Management Rights

3.1 To the extent that such powers, rights, authority, duties and responsibilities are not modified or relinquished elsewhere in this Contract, the Town retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Hampshire and of the United States, including traditional rights such as historically existed prior to the first Contract between the parties, to manage and direct the affairs of the Town in all of its various aspects and to manage and direct employees. All rights which ordinarily vest in and are exercised by public employers which are not specifically relinquished in this Contract are reserved to and remain vested in the Town including, but not limited to: the sole right to operate Town government, subject to applicable law, and to exercise managerial policy within its exclusive prerogative; to plan, direct, control and determine all operations and services of the Town; the Town's organizational structure; to direct the working forces; to establish the qualifications for employment; selection, promotion, transfer, assignment number, direction, and discipline of its personnel; to schedule and assign work; to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the method, means, organization, and number of personnel by which such operations are to be conducted; to lay off employees for lack of work or lack of funds; to make and enforce rules and regulations or procedures; to employ, discipline, transfer, demote or discharge employees for just cause; change or eliminate existing methods, equipment or facilities; to take whatever action is necessary to comply with State or Federal law; to introduce new or improved methods or facilities; to take whatever action is necessary to carry out the functions of the Town.

3.2 For the purpose of this Contract, "emergency" is defined a condition or situation unexpected and/or out of the ordinary which required immediate or prompt action.

ARTICLE 4
Union Rights

4.1 The local chapter of the Union covering Hampton Public Works Department employees or committees of that chapter shall be allowed the use of the facilities of the Town for meetings when such facilities are available and such meetings would not conflict with the business of the Town. Use of Public Works Department facilities may be arranged verbally with the Director. Use of other Town facilities shall be arranged in writing with the Town Manager's office. To avoid conflict, written arrangements are recommended in all cases.

4.2 Staff representatives of the Union shall be allowed to visit the work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not significantly disrupt the work activities of the area being visited. The Union recognizes that such visits are to be made during coffee or lunch breaks, or outside work hours, unless circumstances exist which make a work-time visit necessary.

4.3 The Town shall provide reasonable space on existing bulletin boards in each work site location for unit members for the exclusive use of the Union in communicating with employees in the bargaining unit.

4.4 Dues Deduction:

4.4.1 Union members shall have the right to have Union dues deducted from their regular paychecks.

4.4.2 The Town shall transmit monthly to the Treasurer of the State Employees Association of N.H. the dues deducted during the past month together with a list of the employees who had dues deducted and the date of such dues deductions.

4.4.3 The Union will provide a signed dues deduction authorization to the town from each member of the Union.

4.4.4 In the event that an employees' check is insufficient to deduct dues after all other required deductions have been made, then no dues will be deducted or paid to the Union for that week.

4.4.5 The Union agrees to indemnify and save harmless the Town for any actions it may take or fail to take in connection with dues deduction.

4.4.6 The Union agrees to notify the Town in writing of the amount of the dues to be deducted from each employee, and notify the Town one-month in advance of any change in the amount to be deducted.

4.5 As a condition of employment, an individual who is not a member of the Union shall, beginning with the first pay period following completion of the initial probationary period, have a service fee equal to one hundred percent (100%) of the Union's dues deducted from the employee's regular pay checks in lieu of dues to the extent permitted by applicable law. Such service fees shall be paid by the Town to the Union along with regular dues.

ARTICLE 5
Union Representative

5.1 The Town agrees to recognize two (2) stewards duly authorized by the Union.

5.2 The Union shall furnish the name of the stewards to the Town and keep the Town advised of any changes.

5.3 The Town agrees to allow the use of leave time, unpaid time off or schedule adjustments, if feasible, at the employee's option, for each steward to enable him/her to attend Union training programs. The Union shall notify the town no less than twenty (20) days in advance of such proposed training programs.

ARTICLE 6
Consultation

6.1 It is agreed and understood that the employment relationship is an appropriate matter for consultation between the parties. The parties recognize their mutual obligation to conscientiously seek satisfactory solutions to problems arising out of the employment relationship at all times, whether or not a contract is or is not in force or is being negotiated.

6.2 Consultation by either party in writing stating the reasons for the requested meeting and the proposed agenda or topic of consultation. It is understood that topics for consultation may include discussion of changes to pay grades for various positions within the bargaining unit. However, discussion of pay grades shall not be initiated unless said positions have undergone significant changes to the nature and/or responsibilities of the positions since their last review.

6.3 A mutually agreeable meeting date shall be established provided that such date shall be within ten (10) working days of receipt of the written notice. This time limit may be extended by agreement of the Parties.

6.4 At such meeting, the Union shall be entitled to have present not more than three (3) bargaining unit representatives, and the Town shall be entitled to have up to three (3) representatives, unless additional representatives are permitted by prior agreement.

ARTICLE 7
Safety and Health

7.1 The Town shall use reasonable efforts to provide and maintain safe working conditions. The Union will cooperate to that end and encourage the employees, at all times, to perform their assigned tasks in a safe manner.

7.2 The Town will appoint one individual representative of the Town as safety officer. The Union may establish a safety committee in the unit. The committee may meet during off-duty hours for the purpose of identifying work-related safety and health problems. The committee may bring to the attention of the Safety Officer areas where conditions detrimental to health or safety exist, and make recommendations for the elimination of same. Recommendations for the elimination of work-related safety and health problems must be presented, in writing, to the Safety Officer if the Safety Committee wishes a response by the Safety Officer. The Safety Officer shall respond to the recommendation(s), in writing, within ten (10) work days, receipt of the recommendation. Any un-addressed issues or problems shall be forwarded to the consultation process.

7.3 The Town shall provide to employees all necessary safety equipment and clothing as is necessary to perform their jobs in a safe manner. The Town shall also provide necessary protective clothing as dictated by the job task performed.

ARTICLE 8
Wages and Hours of Work

8.1 Wages shall be in accordance with the attached pay scales. Employees hired after April 1, 2014, will be placed on the new pay scale (Appendix A). On April 1, 2014, current employees (hired prior to April 1, 2014) shall be placed on the step they would have been on had the Parties not recently been at impasse. On April 1, 2014, the current pay scale for existing employees shall be adjusted upward by 3.0%. For employees with more than 20 years with the Town, they shall receive and additional 1.0% added to their wages. Effective 4/1/14 the Town shall establish a new step for employees with 25 years with the Town, which shall be 1.0% higher than the 20 year step (collectively Appendix B). Effective 4/1/15 the Town shall add a new step to Appendix B for employees with 30 years with the Town, which shall be 1.0% higher than the 25 year step. On April 1, 2015 and again on April 1, 2016, 1.25% shall be added to both Appendices A & B.

8.2 Temporary Service Out of Rank: Any employee who is required to work in a position or job class higher than the employee's own shall be paid at the first step within the higher job class pay range which is at least five percent (5%) over the employee's normal rate pay. The employee shall receive TSOR pay for at least eight (8) hours, whenever the employee works in the higher job class for three (3) hours or more in a given day.

8.3 Steps for years in Service

8.4 The current work schedule practice shall remain in effect for the duration of this Contract, except that the Town may unilaterally modify the work schedule temporarily for a period of not more than fifteen (15) working days. In the event the Town desires to modify the work schedule for greater than fifteen (15) days permanently, then such modification shall be the subject of negotiation. The Town shall provide whenever possible ten (10) working days' notification of any schedule change to affected employees and the Union.

The current work schedule for all unit employees except as set forth hereinafter, is 7:00 a.m. – 3:30 p.m. Monday through Friday.

Rubbish Collection Section:	
Winter	6:00 a.m. to 2:00 p.m.
Summer	5:00 a.m. to 1:00 p.m.
Sweeper Operator:	
Summer	6:00 a.m. to 2:00 p.m.

8.5 Unit employees will continue to be permitted to swap shifts with other employees who mutually agree to do so, with the approval of the Town, and only upon sufficient written notice, which notice shall be no less than forty-eight (48) hours prior to the shift to be swapped, unless otherwise agreed by the Town.

8.6 The normal workday shall be eight (8) hours in length. As is the current practice, the job foreman shall determine the time, location, and the duration of paid rest periods. Said paid rest periods shall not exceed a total of thirty (30) minutes each workday.

ARTICLE 9
Overtime

9.1 Overtime is work performed in excess of forty (40) hours in one work-week. Credit shall be given for all time paid but not worked during the workweek, provided, however, that an employee shall not be disqualified from receiving payment for overtime hours when the employee is excused with pay during the normal work day due to excessive work hours during an emergency situation. Overtime work performed shall be compensated at the rate of one and one-half times the regular rate.

9.2 No employee shall be relieved of duty during the regular shift hours in the employees' basic work schedule in order to compensate or offset overtime hours worked outside of the employee's regular work shift of the basic work schedule, except by mutual request.

9.3 It is recognized that overtime may be desired by some employees but may be a burden to others; therefore, the following provisions shall apply:

a) The Town shall give as much notice as practicable when overtime will be worked;

b) All overtime assignments shall be first offered on a voluntary basis. A list of volunteers for overtime shall be maintained in each work section. Overtime shall be distributed equally among employees who desire it and are qualified to perform the kind of work required, but preference shall be given to those full-time employees currently assigned to the work section in which the overtime is to be worked.

c) If there are not sufficient volunteers for overtime, then overtime will be assigned on a rotating basis within the job classification. It shall be the duty of all able-bodied employees to make themselves available during emergency situations and for snow removal and unsafe road conditions. Refusal to work during such situations, without justification, may result in disciplinary action.

9.4 Payment for all overtime work shall be made in the employee's regular paycheck for the pay period in which the overtime was worked. Payment for overtime work on the last day of a pay period may be included in the following week's paycheck. An employee may elect to take earned overtime as compensatory time off at the rate of time and one-half for each overtime hour worked. Compensatory time may be accumulated to a maximum of 40 hours. In accordance with the collective bargaining agreement, the compensatory time shall not be taken in the pay week in which it was earned.

9.5 Any unit employee called back to work after leaving the work premises, or called into work on the employee's day off, shall be guaranteed a minimum of not less than three (3) hours of pay at the rate of one and one-half the times the regular hourly rate. Any subsequent callback within three (3) hours after the time of the last callback shall be treated as a continuous extension of that callback.

9.6 On weekends, during periods of anticipated emergencies, the Town may require employees to be "on call" and carry a departmental pager for the weekend. Employees "on call" will be compensated an amount equal to three hours of their base pay at straight time. Such compensation shall not count as hours worked in the computation of overtime. If an "on call" employee is called in to work, they will receive three hours "call in" pay, but not the "on call" pay. Failure of an "on call" employee to respond to a call in within fifteen minutes may result in that employee being removed from the "on call" list for a period of up to sixty days for a single infraction. The decision of whether to remove the employee from the "on call" list shall be the sole prerogative of the Town and such decision shall not be subject to the grievance process.

This section shall not change the current volunteer pager program in the department.

ARTICLE 10
Holidays

10.1 The following holidays, in accordance with N.H. RSA 288:1, shall be paid holidays for all full–time employees:

New Year's Day	Labor Day
Civil Rights Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas

10.1.1 Holidays that fall on Saturday will be observed on the Friday immediately preceding, while holidays that fall on Sunday will be observed on the Monday immediately following.

10.1.2 In addition to the holidays listed above, employees shall be entitled to one "floating" holiday each calendar year. The " floating" holiday shall be taken upon approval of the Department Head, in accordance with the employee's preference and the needs of the Department. The total number of holidays granted in this Section shall be eleven (11).

10.2 Compensation for holidays shall be as follows:

10.2.1 When an employee works on a holiday, the employee shall receive the employee's regular pay, plus additional pay at one and one-half (1 1/2) times the employee's regular rate for all hours actually worked on the holiday.

10.2.2 When an employee is on sick leave or vacation leave on a holiday, the employee shall receive the employee's regular pay and the holiday shall not be charged against accrued vacation or sick leave.

10.2.3 In order to be entitled to holiday pay the employee must work the scheduled day preceding and the scheduled day following the holiday unless the employee's failure to work on either day results from an authorized absence.

ARTICLE 11
Insurance

11.1 For full time employees hired prior to April 1, 2014, the Town agrees to pay ninety percent (90%) of such sums as necessary each month for each full-time employee to maintain single person, two person, or family coverage Matthew Thornton HMO MTB15IPDED-R3/15M$1. Employees shall pay the remaining premium for either plan through payroll deduction from each pay check; such amount shall be deducted in accordance with Section 125 of the Internal Revenue Service Code.

For full time employees hired prior to April 1, 2014, wishing to secure coverage through NHMA Health Insurance Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T5RDR-R$10/20/45 may do so with a Town contribution of eighty five percent (85%) of such sums as necessary each month for each full-time employee to maintain single person, two person or family coverage. Employees shall pay the remaining premium for either plan through payroll deduction from each pay check; such amount shall be deducted in accordance with Section 125 of the Internal Revenue Service Code.

For full time employees hired prior to April 1, 2014, wishing to secure coverage through NHMA Health Insurance Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T20-R$3/15M$1 may do so with a Town contribution of eighty five percent (85%) of such sums as necessary each month for each full-time employee to maintain single person, two person or family coverage. Employees shall pay the remaining premium for either plan through payroll deduction from each pay check; such amount shall be deducted in accordance with Section 125 of the Internal Revenue Service Code.

The Town also agrees to pay ninety percent (90%) of such sums as necessary each month to maintain single person, two person or family dental insurance coverage as provided by the Town. Employees shall pay the remaining premium through payroll deduction from each paycheck.

For full time employees hired after April 1, 2014, the Town agrees to pay eighty percent (80%) of such sums as necessary each month for each full-time employee to maintain single- person, two-person, or family coverage Matthew Thornton HMO MTB15IPDED-R3/15M$1, as eligible. In the event the Parties are unable to reach agreement on a successor CBA, employees hired after April 1, 2014 shall not have their contributions to health insurance increase during any resultant period of *status quo* for 5 years, or until April 1, 2019.

The Town shall establish a health insurance deductible reimbursement pool funded annually at the rate of $350 per employee for employees that enroll in Matthew Thornton HMO MTB15IPDED-R3/15M$1. Each employee with eligible deductible expenses will be initially reimbursed up to $350.00 for each deductible expense upon submission of documentation indicating a deductible has been incurred or has been paid. On the last day of the fiscal year, any money remaining in the pool shall be divided on a pro rata basis among those employees who have not yet received full reimbursement of any deductible expenses paid or incurred during the then current contract year. The residual pool funds shall be distributed no later than 15 days after the end of the fiscal year. Employees are obligated to inform the Finance Department of any deductible expenses no later than 5 days after the end of the fiscal year.

11.2 If any employee withdraws from coverage under the Town's hospital medical insurance plans in Section 1. the employee shall receive a yearly payment of:

a. $500.00 if the employee received single coverage;

b. $750.00 if the employee received two-person coverage;

c. $1,000.00 if the employee received family coverage.

Payment shall be made on December 1 of each year for the preceding year or pro-rated for any portion thereof. Employees not on the Town Plan as of the effective date of this Agreement shall receive a $500.00 yearly payment in the manner stated above.

11.3 Coverage is currently being provided by the NHMA Health Insurance Trust, the Parties agree that the Town may seek reduction in benefits or coverage by so doing.

11.4 Part-time regular employees working twenty (20) or more hours per week may subscribe to the single, two-person, or family coverage in accordance with the eligibility requirements of the insurance provider and at the employees' expense paid monthly to the Town.

11.5 Life insurance in the amount equal to the employee's annual base salary rounded to the next highest thousand shall be provided by the Town for each unit employee, at no cost to the employee. The death benefit shall be doubled in the case of a work-related death.

ARTICLE 12
Leave Administration

121 Vacation Leave:

12.1.1 Full-time employees shall accrue vacation leave on a monthly basis as set forth in the schedule below. Employees who terminate employment for any reason shall be paid for unused vacation leave.

Years of Employment	Monthly Accrual (days)	Annual Accrual (days)
Less than 6	.83	10
6 or more but less than 11	1.25	15
11 or more years ~~but less than 16~~	1.666	20

Notwithstanding the foregoing, employees who are employed by the Town prior to January 1, 2014, shall have the following additional vacation time:

16 years	1.75	21
17 years	1.833	22
18 years	1,917	23
19 years	2.00	24
20 years	2.083	25

Employees may accumulate no more than twenty (20) work days of annual leave with the exception of employees with a date of hire on or after April 1, 1994, who will have the maximum accumulation of ten (10) work days of annual leave, which may be carried from year to year. Employees, who have more than twenty (20) work days as of April 1, 1994, shall retain and be permitted to maintain that number of accumulated days but not more than forty (40) days, as their maximum accumulation to carry from year to year carryover shall be calculated on the employee's anniversary date of employment.

12.1.2 Vacation leave shall be subject to approval by the Director, which approval shall not be unreasonably withheld as provided for herein.

a) Leave requests submitted during the month of January for each calendar year shall be approved, on the basis of seniority, if all requests cannot be approved.

b) Leave requests submitted after the month of January shall be approved on a first come, first served basis, if they are submitted with less than thirty (30) days notice. With more than thirty (30) days notice, requests shall be awarded by seniority.

c) Leave requests submitted under 12.1.2 (a) shall be approved or denied within seven (7) workdays. If no response is made, request shall be deemed approved.

d) Leave requests submitted under 12.1.2 (b) above shall be approved or denied within seven (7) work days. If no response is made, request shall be deemed approved.

e) Employees shall be allowed to use at least two (2) full consecutive weeks of vacation leave at least one each calendar year, provided they have the time available.

f) Vacation time may be taken in increments of four (4) hours if the employee so chooses, subject to the approval of the Director of the Department of Public Works, which approval shall not be unreasonably withheld.

g) Notwithstanding other sections herein to the contrary, employees may not use accrued vacation leave until they have completed six (6) months of employment.

12.1.3 Vacation leave shall be earned from the date of employment, and shall be credited to the employee monthly. Vacation leave may not be used prior to being earned until an employee has five or more year's seniority, at which time the employee's yearly-allotted vacation days shall be made available on January 1st.

12.1.4 Vacation leave may be accumulated in excess of the maximum set forth in 12.1.1. above only when the Town, due to work requirements, is not able to allow the use of requested leave.

12.1.5 Nothing contained in this section shall be construed as preventing the Director of Public Works from granting requested vacation leave without the otherwise required notice.

12.2 Sick Leave

12.2.1 Full-time employees shall earn sick leave beginning on the first day of employment at the rate of eight (8) hours of leave for each month of continuous employment, up to a maximum of one thousand (1,000) hours. Employees who have more than one thousand (1,000) hours accumulated as of April 1, 1994, shall retain and be permitted to maintain but not exceed said accumulation hours for the duration of their employment.

12.2.2 Earned sick time may be used as it is earned. In addition, an employee may petition the Board of Selectmen for advanced use of as-yet-unearned sick leave under such limitations as may be imposed by the Board of Selectmen.

12.2.3 Sick leave may be used for absences due to illness, injury, and exposure to contagious disease, or pregnancy-related disabilities.

12.2.4 Employees who must use sick leave are expected to notify the supervisor on duty as early as possible, but before their regular starting time for the affected shift.

An employee who is out of work on sick leave for more than three (3) consecutive days, shall, prior to being permitted to return to work and if required by the Town, obtain at no expense to the Town a doctor's certificate stating the nature of the employee's injury or illness.

12.2.5 Employees may supplement sick leave with accrued vacation leave if all accrued sick leave has been depleted.

12.2.6 Whenever a former employee, who has been separated from the bargaining unit by a reduction in force, or for reasons without prejudice but for the convenience of the Town, is reinstated within two (2) years, the previously accumulated and unused balance of the employee's sick leave allowance shall be revived and placed to the employee's credit after completion of ninety (90) days of re-employment.

12.2.7 Any unit employee who voluntarily terminates from Town service shall be paid for twenty-five (25%) of the employee's accumulated sick leave, provided the employee has completed five (5) years of employment.

12.2.8 Employees who terminate their employment through retirement shall be entitled to a lump sum payment for one hundred percent (100%) of the number of accumulated hours at the time of termination of service. For purposes of this Section, retirement shall be defined as being eligible to retire under the New Hampshire Retirement System.

12.2.9 For employees with a date of hire on or after April 1, 1994, payments for voluntary termination under Section 12.2.7. and for retirement under Section 12.2.8. Shall be based on the employee's accumulated sick leave, up to a maximum accumulation of four hundred (400) hours.

12.2.10 The Town is authorized to provide additional sick leave to an employee under the following conditions:

An application for Supplemental Sick Leave (One part to be completed by the Employee and one part to be completed by the employee's physician or medical practitioner) shall be forwarded to the Director of Public Works stating the reason for the request and the amount of additional sick leave requested.

The Director shall solicit donations from employees who wish to contribute unused sick leave. An employee must exhaust, or expect to exhaust, all paid leave (except 5 days) prior to receiving supplemental sick leave. Paid leave includes sick leave, vacation leave, floating holidays, personal days and compensatory time.

Supplemental sick leave is only to be granted for serious or life-threatening illnesses, injuries, impairments, or mental or physical conditions that have caused, or are likely to cause, the employee to take leave without pay.

12.2.11 Employees covered by this agreement can sell back to the Town unused sick leave on an annual basis, according to the following:

1) An Employee shall have a balance of 400 Hours of sick leave accumulated.

2) After accumulation of four hundred (400) hours the employee can, at the employee's option sell back to the Town any unused annual hours accumulated during that year.

3) Employees wishing to take advantage of the sell back program must declare their intentions to sell back time. The Employee shall declare the number of hours and the Town shall take that number and multiply it by the hourly rate of the individual

employee. The total amount shall be indicated to each employee in writing by September 15th of that year. By October 1st of that year the employee shall notify their respective Department of their wishes of this hour/dollar amount. Each employee must state the number of hours they are selling back and list in writing which distribution option is being selected. The Town shall buy back time at the employee's current hourly rate.

4) The value of the hours sold to the Town can be used in any of the following combinations.

A. Purchase the employees annual contributions to Health Insurance, Dental Insurance, Short Term, Long-Term Disability Insurance, AFLAC Insurance or Colonial Insurance. It is understood that if an employee opts to fund insurance programs they must fund the entire amount (i.e. currently the employee contributes 10 percent of the annual premium of the health insurance policy). Thus if the employee opts to fund their share of the insurance they must fund the entire 10 percent.

B. Make contributions to the employee's Individual 457 Tax Deferred Retirement Plan.

C. The hourly amount shall be available to the employee to be used as vacation in the following year. Hours shall be counted 3 for 1 so that an employee turning back 90 hours shall be given an additional 30 hours of vacation at a time of the employee choosing. The cap on additional vacation shall be no more than one week of each employee's typical vacation. This vacation time may be carried over if approved and it shall be reimbursable upon retirement or quit with other vacation or sick leave.

D.

12.3 Bereavement Leave: Employees will be afforded three (3) work days off with pay between the date of death and the date of the funeral, inclusive, in the event of the death of:

Parent	Parent-in-law
Child	Step-child
Sibling	Spouse

Other relative living in the employee's household.

12.3.1 Employees may be granted the day off with pay on the date of the funeral in the event of the death of:

Grandparent	Grandparent-in-law
Brother-in-law	Sister-in-law
Aunt	Uncle
Grandchild	

12.3.2 Under extenuating circumstances, two (2) additional days with pay under Sections 12.3. and 12.3.1. above, with written approval of the Department Head.

12.4 Military Leave: Any employee who is a member of a reserve force of the United States, or the State of New Hampshire and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States, or of the State of New Hampshire, shall be granted a leave of absence during the period of such activity. During

such absence, the employee shall receive as pay the difference between the employee's regular weekly straight time pay and any pay received as a member of the reserve force of the United State or State of New Hampshire. Payment of the above stated differentials shall not apply to regular monthly meetings or when the employee enters full-time active duty. Employees will continue to be scheduled off for their weekend drill. All benefits shall continue to accrue to an employee on military leave.

12.5 Injury Leave/Workers' Compensation Absence: The Town shall provide Workers' Compensation insurance for all employees of the Town as prescribed by state statutes. When an employee is absent from duty after sustaining a personal injury or illness arising out of and in the course of employment, the employee shall be paid full base pay, less the amount of workers' compensation received for a period not to exceed one (1) year.

An employee absent on workers' compensation shall accrue annual and sick leave and holiday pay. All other benefits will continue to accrue to an employee absent on workers' compensation. Annual vacation shall be accrued for any calendar month in which the employee works at least one day.

Employees absent on workers' compensation shall be protected from discharge for reasons of such absence for a period of twelve (12) months beyond twelve (12) months the Town shall make reasonable efforts to hold the employee's position open, but reserves the right to fill said position according to the needs of the Public Works Department.

12.6 Jury Duty: The Town shall grant leave to an employee for any period of time the employee is required to appear before a court, judge, justice, magistrate or coroner, provided:

a) Such leave is duty-related and pertains to or originates out of the employee's employment with the Town; or

b) the employee is called involuntarily as a witness by subpoena in a case or action in which the employee does not have a personal interest.

12.6.1 For such leave as specified in Section F. above, the Town shall pay to the employee during the employee's absence the difference between the employee's normal pay, and any pay received as witness fees for otherwise as a result of the employee's attendance at such court or other proceeding, except mileage.

12.7 The Town shall grant vacation leave or leave without pay to an employee for the period of time the employee is required to appear before a court judge, justice, magistrate or coroner as a plaintiff or defendant in a case of personal interest to the employee.

12.8 An employee is required to be available for jury selection or service shall receive the employee's regular daily wage for each day, which would have been worked but for jury duty participation, reduced by any amounts received by the employee as jury duty pay or fees, except mileage.

12.9 Personal Leave: Employees shall have sixteen (16) hours of personal leave for their use during each calendar year. Employees may use this leave at any time for personal reasons, but employees are expected to provide as much advance notice as possible given the circumstances. Personal leave may not be accumulated from one year to the next.

ARTICLE 13
Promotion, Layoff, Transfer, and Seniority

13.1 A vacancy or new position shall be filled in the following manner:

13.1.1 The Town shall post all open positions on employee bulletin boards for a period of five (5) working days. The posted position shall contain the following:

Title of Job	Job Location
Salary Range	Closing Date of Application
Job Description	Minimum Qualifications

13.1.2 Filling of positions will be by selection from among the qualified candidates within the Department of Public Works. In the event that two or more equally qualified candidates meet the criteria, seniority will be the basis for appointment, provided there are no candidates more qualified applying from outside the department. Posted vacancies shall be filed within sixty (60) days of the close of the posting period, unless mutually agreed upon by both the Town and the Union.

13.2 Any unit employee who is promoted or transferred shall serve a probationary period of six (6) continuous months. Any unit employee who fails the probationary period associated with that promotion or transfer shall be returned to the same or comparable position from which the employee was promoted or transferred, if said return is within six (6) months of the date of promotion or transfer. If another employee is displaced as a result of the return of the promoted or transferred employee, the displaced employee will return to the displaced employee's former position (if formerly employed by the department) or to be terminated from employment with the Department. Displacement may continue successively to the lowest classification at which time termination of employment may occur.

13.3 The Town shall give written notice to the affected employees of any proposed lay-off and the reasons therefore, at least fourteen (14) calendar days before the effective date thereof unless circumstances beyond the control of the Town prevent this length of notice.

13.3.1 In the event a layoff occurs, the least senior employee(s) in the job classification(s) affected shall be laid off according to their ranking on the seniority list.

13.4 Employees shall be recalled from layoff in the reverse order of their layoff per job classification. Recalled employees shall be sent a recall notice by certified mail to the last know mailing address as provided by the employee to the Town. It shall be the employee's responsibility to update such mailing address as necessary.

13.4.1 Any employee who fails to contact the Town within fourteen (14) calendar days of the mailing of the recall notice by certified mail shall be considered to have voluntarily resigned their employment, subject to any alteration by prior written mutual agreements. The town may then fill the position of said recalled employee with the next laid off employee, or, if there are none, by a new hire.

13.5 For purposes of promotion, transfer, layoff, recall and other benefits, an employee's seniority shall be the length of continuous service from the date of hiring, and shall be calculated on the basis of years, months, and days of service. Should there be a voluntary interruption or break in service of greater than five (5) working days, seniority shall commence as of the date of last hiring. Should the break in service be due to reduction in force, prior seniority will be retained upon re-entrance into service.

13.6 The Town shall establish and maintain a seniority list which list shall be subject to amendment from time to time as circumstances warrant. Employees shall be listed in order of decreasing seniority according to date of hire. The list shall also state each employee's job classification and the division of the department to which the employee is assigned. In cases of a layoff, an employee may choose to bump into a position in the department occupied by a less senior employee if the employee is qualified for the position into which the employee is bumping. If a recall occurs, employees shall return to their prior positions.

ARTICLE 14
Grievance Procedure

14.1 The purpose of this of this Article is to provide the mutually acceptable procedure for resolving grievances arising from an alleged violation, misinterpretation or misapplication with respect to one or more unit employees, of any provision of this contract.

14.2 A grievance is defined as a dispute or difference of opinion raised by an employee covered by the Agreement, or by the Union involving the meaning, interpretation or application of the express provisions of the contract. A grievance must be in writing and must state the specific provisions in this Contract that has allegedly been violated. Further, the specific relief sought must be indicated by the party raising such grievance.

14.3 Filings, Decisions, Appeals, Time Limits:

14.3.1 A grievance must initially be filed in writing with the employee's department head, except that the first two levels of review may be set aside in cases where the individual at that level has no authority to resolve the grievance.

14.3.2 The grievance must be filed within ten (10) workdays of the alleged violation or of the grievant's first knowledge thereof.

14.3.3 Steps #1 through #4, a decision shall be rendered in writing to the grievant within ten (10) workdays of the close of the hearing. Any appeal of the decision shall be in writing to the next level within ten (10) workdays.

Any appeal of the decision to arbitration shall be in writing to the Board of Selectman within fifteen (15) workdays. A decision shall be rendered in writing by the arbitrator to the parties and to the grievant within thirty 30) calendar days of the close of the arbitration hearing.

14.3.4 In any case where a decision is not received within the specified time, the grievant may automatically appeal to the next level.

14.3.5 In any case where the grievant fails to appeal a decision within the specified time, the last decision shall be considered final and the grievance resolved.

14.4 Levels of Review:

Step #1- Public Works Director
Step #2-Town Manager
Step #3- Board of Selectmen
Step #4- Arbitration.

The decision of the arbitrator shall be binding upon both parties. However, both parties shall have a right to appeal to the New Hampshire courts under the provisions of NH RSA 542, as amended (except that the provisions of RSA 542:6 shall not apply).

14.5 Grievance by the Union: In any case where the rights of the union as opposed to the rights of employees are affected, the Union may file a grievance in its own name through any of its

agents or officers. A grievance initiated by the Union against the Town shall be filed directly with the Town Manager and shall be considered a Step #2 appeal.

14.6 If the Union and Town are unable to mutually choose an arbitrator, the Union shall ask the New Hampshire Public Employee Labor Relations Board to provide the Parties with a list of seven (7) arbitrators. An arbitrator shall be chosen by the Union and the Town alternately striking one name at a time from the list, the last remaining candidate shall be the arbitrator.

14.7 The decision of the arbitrator shall be in accordance with NH RSA 542.

14.8 All expenses charged by the arbitrator shall be divided equally between the Parties. Each side shall be responsible for the costs of any witnesses it may call.

14.9 A union staff representative may substitute for the steward and vice versa in the various steps of this procedure.

14.10 As used herein, "working days" shall mean Monday through Friday, excluding holidays listed in Article 10 - Section 1.

14.11 Either or both parties shall have, upon notice, one (1) automatic three (3) work-day time extension. Said time extension is available once for each side in any single grievance case. Any other time limits herein may be extended by mutual agreement.

14.12 Prior to proceeding with Step #4 above, and within fifteen (15) workdays of the Step # 3 decision, the parties may mutually agree to grievance mediation. The mediator shall be appointed by both parties. Grievance mediation shall be an optional dispute resolution procedure intended to preclude the need for arbitration. If no resolution is achieved as a result of grievance mediation, the Union may proceed to Step #4 within five (5) work days of the close of the grievance mediation session. The parties agree to share equally in the compensation and expense of the mediator.

ARTICLE 15
Discipline

15.1 The Town shall not discharge or take other disciplinary action without just cause.

15.2 The Parties jointly recognize the deterrent value and necessity of the ability to impose disciplinary action. Accordingly, the Town will:

a. Act to impose discipline within a reasonable time of the offense;

b. Apply discipline with a view toward uniformity and consistency;

c. Impose a procedure of progressive discipline including the following actions:

1. Oral warning (with written documentation if appropriate)

2. Written warning

3. Suspension without pay

4. Dismissal

d. Suspension(s) without pay totaling 15 or more days during a five-year period constitutes just cause for immediate dismissal. Suspension(s) without pay totaling 20 or more days during a ten-year period constitutes just cause for immediate dismissal.

e. Failure to immediately report in writing violations of state or federal permit standards to the Director of Public Works constitutes just cause for immediate dismissal.

f. Failing to accurately record any information or to omit any information on any official document of the Town, state, or federal government constitutes just cause for a minimum three-day suspension without pay or immediate dismissal, depending upon the circumstances.

g. For the purposes of implementing Article 15.2.d, the total number of days of unpaid suspensions an employee has on his/her record shall remain in effect. If an employee has the number of days of unpaid suspensions at the effective day of this contract which would result in his/her discharge per Article 15.2.d, that employee shall not be discharged at that time. However, receiving another unpaid suspension of any duration within the time frame set out in Article 15.2.d, shall constitute just cause for immediate dismissal.

The Parties agree that there will be appropriate cases that will warrant the Town by-passing any or all of the above progressive disciplinary steps.

15.3 All disciplinary actions except oral warnings without written documentation shall be placed in the employee's personnel file at the time they are given. All disciplinary actions shall identify the alleged incident, occurrence, action or non –action for which the disciplinary action is being taken and if a specific Contract provision or published rule. The written record of such disciplinary action(s) shall be signed by the employee, indicating receipt only, and a copy shall be given to the employee concerned.

15.4 In the event an employee received a written warning, the employee's personnel file shall be cleared of such discipline after three (3) years from the date of the discipline, provided there are no written reprimands, suspensions, demotions or other disciplinary actions during the three (3) year period. In the event of a suspension or demotion, provided there are no written reprimands, suspension, demotions or other disciplinary actions during the five (5) year period.

15.5 Any suspension with pay shall be considered an administrative action.

15.6 Disciplinary actions or counseling of employees will take place in private and only in the presence of those associated with the actions being taken. Employees shall be dealt with a courteous and adult manner, and shall not be demeaned, or subjected to loud verbal outbursts, or inappropriate acts or omissions, which create an intimidating or hostile working environment. It is understood that occasions may arise in which it will be necessary for an employee to be warned or cautioned about an imminent condition or situation which would other wise occur or fail to occur in absence of an immediate statement. In such situations, the employee may be corrected or given direction regardless of the presence of other persons, but such correction or direction shall be limited to the condition or situation at hand.

ARTICLE 16

16.1 All rules and regulations of the Department of Public Works and amendments thereto shall be reduced to writing, reproduced and distributed to all employees. Job descriptions for all positions, including minimum qualifications and requirements, shall be published and distributed to employees. Job descriptions for all positions shall also be maintained in a location at the work place accessible to all employees.

16.2 Employees shall be reimbursed for the loss of or damage to, as a result of the official duties, any personal property which is not provided by the Town, and which the employee must provide in order to do their job. Employees shall notify and obtain the written approval of the Director of Public Works for any such personal property their intend to use. Normal wear and tear to an employee's work shoes, work boots, or other clothing shall not be covered by this provision.

16.3 Any unit employee who is required to use their personal vehicle for Town business shall be paid for all miles driven at the rate allowed by the State of New Hampshire for federal tax purposes.

16.4 Any unit employee who is required to travel away from their normal work site on Town business for any purpose shall be reimbursed for any and all reasonable meal, travel and lodging costs associated with such travel, not including mileage which is covered elsewhere in this Contract. Only meals, which occur outside the employee's normal work hours shall be reimbursed, except when the employee is attending a day long program where the meal is not provided, and attendees are likely to dine together (e.g., seminars, conferences, training programs).

16.5 No employee shall be required to handle trash containers or engage in trash removal, which violates the standards set forth for such activities as Stated in Appendix D of this Contract.

16.6 Sexual Harassment Prohibited.

16.6.1 The Town will not tolerate sexual harassment of any employee, or any other person dealing with the Town. Acts that constitute sexual harassment include, but are not limited to: unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal and/or physical conduct of a sexual nature if:

A. Submission to or rejection of such conduct is used as the basis for employment decision affecting the person who did the submission or rejection;

B. Submission to such conduct is made either explicitly or implicitly a condition of the individual's continued employment; or

C. Such conduct interferes with an individual's work performance or created an intimidating, hostile, or offensive work environment.

16.6.2 All complaints of sexual harassment shall be referred immediately to the employee's supervisor or the Town Manager and the matter will be promptly investigated. Confidentiality will be maintained to the extent possible consistent with the need to conduct a prompt and thorough investigation of a complaint. Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited.

16.6.3 Any instance of sexual harassment as described herein, any act of retaliation, or any failure to cooperate in the investigation or resolution of a sexual harassment complaint may result in disciplinary action or termination.

16.7 (New) The parties agree that information obtained by placement of GPS units in department vehicles will not be used, directly or indirectly, in disciplinary proceedings against truck operators and/or collectors. The placement of GPS units in vehicles will be visible to operators and collectors at all times.

ARTICLE 17
Uniforms

17.1 Unit employees shall be provided and shall wear such uniforms as may be required by the Town, The Town shall replace worn or damaged uniform items and ensure that each employee has an adequate supply of uniforms, recognizing the nature of the work. Employees may also wear personally acquired alternative uniform items purchased at their own expense, which are approved by the Director of Public Works.

17.2 The cleaning of uniforms shall be at the expense of the Town; however, the Town and affected employee may agree otherwise.

17.3 The Town shall pay up to one hundred fifty dollars ($150.00) each year (July 1-June 30) for the purchase of ANSI Class 75 leather work boots/shoes to be used on the job. Payment shall be on a reimbursement basis upon presentation to the director of Public Works or the Director's designee of a receipt verifying the purchase of ANSI Class 75 leather boots/shoes. The Town will not pay for replacement of said leather boots/shoes due to wear and tear. The Town will pay up to $50.00 for repair or replacement of Town reimbursed shoes/boots as determined by the Town to have been damaged on the job due to unforeseen circumstances.

The Town shall pay up to two hundred dollars ($200.00) per year, per loss, for prescription safety glasses for Vehicle Maintenance department employees only. Payment shall be on a reimbursement basis upon presentation to the Director of Public Works or the Director's designee of a receipt verifying purchase of safety-glass eyeglasses.

ARTICLE 18
Stability of Contract

18.1 Whenever a written legal notice is required to be given by the Town to the Union, such notice shall be given to the Executive Director of the State Employees' Association of New Hampshire, Inc., SEIU Local 1984, 105 North State Street, P.O. Box 3303, Concord, NH 03302-3303.

18.2 Whenever written legal notice is required to be given by the Union to the Town, such notice shall be given to:

a. Town of Hampton, Director of Public Works
b. Town of Hampton, Town Manager
c. Board of Selectmen, Town of Hampton

18.3 The Union shall furnish a copy of this contract to all unit employees who are employed on the effective date of the contract. Thereafter, the Union shall furnish each newly hired employee with a copy of the contract.

18.4 Waiver by either party of the other's nonperformance or violations of any term or condition of this Contract shall not constitute a waiver of any other nonperformance or violation of the same or any other term or conditions of this Contract, or of the same or other nonperformance or violation in the future. Neither shall a waiver by either party of the other's nonperformance or violation of any term or condition of this Contract constitute a waiver of the nonperformance or violation of any other term or condition of the contract.

18.5 Should any section, term or condition of this contract or any application to any employee or group of employees be held contrary to law, then such section shall not be deemed valid, but all other sections shall continue in full force and effect.

18.6 The Parties agree to modify or replace the invalid section so long as said parties recognize the prohibitions in RSA 273-A, as amended, against strikes, lock-outs, and other forms of concerted job action, and mutually agree to take necessary steps through the various means available to them to ensure the continuity of governmental operations and the status of unit employees. Employees who engage in job actions in violation of this provision may be subject to discipline up to and including discharge.

ARTICLE 19
Duration

19.1 This Contract as executed by the parties shall remain in effect from April 1, 2014 to March 31, 2017. Notwithstanding, the Parties agree to reopen the contract as soon as 2016 to address issues and concerns caused by the implementation of the Affordable Care Act.

19.2 Re-negotiation of this Contract will be effected by written notification by one Party to the other as required by N.H. RSA 273-A, as amended. Negotiations shall commence within two (2) weeks of receipt of such notice, or at such time as mutually agreed upon by the Parties.

19.3 The parties jointly and separately understand and acknowledge the requirement in RSA 273-A, as amended, that cost items in this agreement are subject to funding by the Hampton Town Meeting, consistent with applicable law, and that, failing such finding, negotiations will be re-opened.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their duly authorized officers and representatives, this 1ST day of MAY, 2014.

Town of Hampton

State Employees Association of New Hampshire Local 1984, Service Employees' International Union, AFL-CIO, CLC

SEA- Wage schedule _ EMPLOYEES Hired after 4/1/14 | Appendix A | 03/31/14

Hourly Rates effective April1, 2014 @ anniversary date

Grade	Start	2 Yr	5 Yr	10 Yr	15 Yr	20 Yr	25 Yr
Increase over prior step =>		10%	6%	6%	6%	6%	6%
% increase over 2013	3%						
5A	13.82	15.20	16.11	17.08	18.10	19.19	20.34
5B	14.78	16.26	17.24	18.27	19.37	20.53	21.76
6	15.89	17.48	18.53	19.64	20.82	22.07	23.39
7	16.78	18.46	19.57	20.74	21.98	23.30	24.70
8	17.11	18.82	19.95	21.15	22.42	23.77	25.20
9	17.85	19.64	20.82	22.07	23.39	24.79	26.28
10	18.16	19.98	21.18	22.45	23.80	25.23	26.74

SEA- Wage schedule _ EMPLOYEES Hired after 4/1/14

Hourly Rates effective April1, 2015 @ anniversary date

Grade	Start	2 Yr	5 Yr	10 Yr	15 Yr	20 Yr	25 Yr	30th Year
% increase over 2014	1.25%							
5A	13.99	15.39	16.31	17.29	18.33	19.43	20.59	20.87
5B	14.96	16.46	17.46	18.50	19.61	20.79	22.03	22.31
6	16.09	17.70	18.76	19.89	21.08	22.35	23.68	24.06
7	16.99	18.69	19.81	21.00	22.25	23.59	25.01	25.48
8	17.32	19.06	20.20	21.41	22.70	24.07	25.52	25.85
9	18.07	19.89	21.08	22.35	23.68	25.10	26.61	27.07
10	18.39	20.23	21.44	22.73	24.10	25.55	27.07	27.63

SEA- Wage schedule _ EMPLOYEES Hired after 4/1/14 | Appendix A | 03/31/14

Hourly Rates effective April1, 2016 @ anniversary date

Grade	Start	2 Yr	5 Yr	10 Yr	15 Yr	20 Yr	25 Yr	30th Year
% increase over 2015		1.25%						
5A	14.16	15.58	16.51	17.51	18.56	19.67	20.85	21.13
5B	15.15	16.67	17.68	18.73	19.86	21.05	22.31	22.59
6	16.29	17.92	18.99	20.14	21.34	22.63	23.98	24.36
7	17.20	18.92	20.06	21.26	22.53	23.88	25.32	25.80
8	17.54	19.30	20.45	21.68	22.98	24.37	25.84	26.17
9	18.30	20.14	21.34	22.63	23.98	25.41	26.94	27.41
10	18.62	20.48	21.71	23.01	24.40	25.87	27.41	27.98

SEA- Existing Wage schedule Appendix C to 2003 CBA | Appendix B | 03/31/14

Hourly Rates effective April1, 2005 @ start of the year (ie: subtract 1 from number)

Grade	Start A	Start B +5% over Start A	2nd Year +25% over Start B	4th year +10% over 2nd year	6th year +2%	12th year +2%	20th Year +2%	
5A	12.76	13.42	16.73	18.32	18.69	19.05	19.42	
5B	13.68	14.35	17.90	19.59	19.98	20.37	20.77	
6	14.65	15.43	19.23	21.13	21.55	21.98	22.40	
7	15.47	16.29	20.27	22.38	22.83	23.28	23.72	
8	15.79	16.61	20.58	22.70	23.15	23.61	24.06	
9	16.61	17.33	21.49	23.77	24.25	24.72	25.20	
10	16.89	17.63	21.92	24.26	24.75	25.23	25.72	
11	17.51	18.44	22.92	25.39	25.90	26.41	26.91	NOT USED

SEA- Wage Schedule _ CURRENT EMPLOYEES

Existing schedule with 3% general Increases for all except 20th year at 4%

Effective 4/1/2014

Grade	Start A	Start B +5% over Start A	2nd Year +25% over Start B	4th year +10% over 2nd year	6th year +2%	12th year +2%	20th Year +2%	25 Yr 1%
5A	13.14	13.82	17.23	18.87	19.25	19.62	20.20	20.40
5B	14.09	14.78	18.44	20.18	20.58	20.98	21.60	21.82
6	15.09	15.89	19.81	21.76	22.20	22.64	23.30	23.53
7	15.93	16.78	20.88	23.05	23.51	23.98	24.67	24.92
8	16.26	17.11	21.20	23.38	23.85	24.32	25.02	25.27
9	17.11	17.85	22.13	24.48	24.97	25.46	26.21	26.47
10	17.40	18.16	22.58	24.99	25.49	25.99	26.75	27.02

SEA- Wage Schedule _ CURRENT EMPLOYEES — Appendix B — 03/31/14

Existing schedule with 1.25% general Increases for all

Effective 4/1/2015

Grade	Start A	Start B	2nd Year	4th year	6th year	12th year	20th Year	25th Year	30th Year 1%
5A	13.30	13.99	17.45	19.11	19.49	19.87	20.45	20.66	20.87
5B	14.27	14.96	18.67	20.43	20.84	21.24	21.87	22.09	22.31
6	15.28	16.09	20.06	22.03	22.48	22.92	23.59	23.82	24.06
7	16.13	16.99	21.14	23.34	23.80	24.28	24.98	25.23	25.48
8	16.46	17.32	21.47	23.67	24.15	24.62	25.33	25.59	25.85
9	17.32	18.07	22.41	24.79	25.28	25.78	26.54	26.80	27.07
10	17.62	18.39	22.86	25.30	25.81	26.31	27.08	27.36	27.63

SEA- Wage Schedule _ CURRENT EMPLOYEES

Existing schedule with 1.25% general Increases for all

Effective 4/1/2016

Grade	Start A	Start B	2nd Year	4th year	6th year	12th year	20th Year	25th Year	30th Year
5A	13.47	14.16	17.67	19.35	19.73	20.12	20.71	20.92	21.13
5B	14.45	15.15	18.90	20.69	21.10	21.51	22.14	22.37	22.59
6	15.47	16.29	20.31	22.31	22.76	23.21	23.88	24.12	24.36
7	16.33	17.20	21.40	23.63	24.10	24.58	25.29	25.55	25.80
8	16.67	17.54	21.74	23.97	24.45	24.93	25.65	25.91	26.17
9	17.54	18.30	22.69	25.10	25.60	26.10	26.87	27.14	27.41
10	17.84	18.62	23.15	25.62	26.13	26.64	27.42	27.70	27.98

Appendix C

A. Unit Employees shall not be required to handle trash or trash containers which fall within the following descriptions:

1. Loose, uncontained material such as sand, gravel, leaves, scrap wood, masonry, steel, stone, garbage, dead animals, or manure.
2. Containers which contain substantial amounts of foregoing.
3. Containers which are filled so as to be grossly unwieldy.
4. Containers larger than a volume of 32 U.S. gallons.
5. Containers with a gross weight in excess of seventy-five (75) pounds.
6. Containers which are worn or damaged as to make them likely to fail.
7. The contents of containers which spill due to failure to a worn or damaged container.
8. Cardboard boxes or packing crates of a size which cannot be easily accommodated by the pick-up vehicle.

B. No employee shall be required to make a return trip for trash pick-up.