

TOWN OF HAMPTON SELECTMEN
&
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 633

December 31, 2013

TENTATIVE AGREEMENT

**ARTICLE 1
RECOGNITION**

Section 1.

The Town hereby recognizes the Union as the exclusive bargaining representative, pursuant to the provisions of the New Hampshire RSA 273-A, for full-time and part-time regular employees in the positions of Public Works Foreman, Public Works ~~Assistant~~ Operations ~~Manager~~ **Coordinator**, Public Works Transfer Station/~~Recycling Coordinator~~ ~~Foreman~~, Assistant Building Inspector, ~~Deputy Assessor~~, Deputy Town Clerk, Secretaries – Police Department, Secretary to Building Inspector, ~~Secretary- Recreation Department~~, Deputy Tax Collector, Town Clerk's Bookkeeper, Welfare Clerk, Payroll Supervisor, ~~Assessing Assistant~~, Accounts Receivable Clerk, Accounts Payable Clerk, ~~Receptionist~~, Communications Specialist Supervisor-Police Department, Communications Specialist-Police Department, Animal Control Officer and Custodian-Police Department. Additionally, it is agreed that the following positions and employees are specifically excluded from recognition or coverage under this Agreement: all Department Heads, Secretary to the Town Manager, **Part Time (weekend) Public Works Transfer Station Foreman**, all other supervisors, professional and confidential employees, person in a probationary or temporary status, employed seasonally, irregularly or on call, and all other employees of the Town of Hampton.

**ARTICLE 10
OVERTIME**

Section 4 (New)

Except by mutual agreement of the employee and employer, no employee shall be relieved of duty during the regular shift hours in the employee's basic work schedule in order to compensate or offset overtime hours worked outside of the employee's regular shift of the basic work schedule.

**ARTICLE 14
BEREAVEMENT LEAVE**

Section 1.

Special leave of three (3) working days with pay between the date of death and the date of the funeral or memorial service, inclusive, shall be granted an employee in the event of the death of a:

Spouse
Father
Sister
Father-in-law
Step Father

Child or Stepchild
Mother
Brother
Mother –in-law
Step Mother

Or

Ward of the employee's home

ARTICLE 21 MILEAGE

Section 3.

Employees required by the Town to travel for business or educational purposes shall be reimbursed in accordance with the following schedule of expenses:

<u>EXPENSE</u>	<u>PER DIEM/UNIT LIMIT</u>
Meals: Breakfast	\$58.00 / day
Lunch	\$8 10.00 / day
Dinner	\$12 15.00 / day
Lodging:	Market price for locale / day
Misc. Expenses	
Tolls	As necessary
Parking	As necessary
Telephone	As necessary to place of employment. One (1) call per day to residence while away from home. (10 minute duration)

ARTICLE 22 VACATION

Section 5 (new)

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 of each year.

**ARTICLE 23
SICK LEAVE**

Section 6.

Eliminate sick bank subject to approval of other unions. Retain sick leave buyback language.

**ARTICLE 24
HEALTH INSURANCE**

11.1 ~~Effective April 1, 2003,~~ **From April 1, 2014 through March 31, 2016**, the Town agrees to pay ~~seventy five percent (75%)~~ **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-R3/15MS1**.

Employees 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, as eligible.

Employees wishing to secure coverage through NHMA Health Insurance Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T5RDR-R3/15MS1 may do so provided they pay all additional costs over and above the amount contributed by the Town for the **BC3T5RDR-R\$10/20/45** above.

For full time employees hired after April 1, 2012, the Town agrees to pay seventy Five percent (75%) 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-R3/15MS1**, as eligible.

For full time employees hired after April 1, 2012, who wish to secure coverage through NHMA Health Insurance Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T5RDR-R10/20/45 may do so with a **Town contribution of seventy percent (70%)** of such sums as necessary each month for each full-time employee to maintain a single- person, two-person, or family coverage, as eligible.

Employees shall pay the remaining premiums for the above-referenced plans through payroll deduction from each pay check and such amount shall be deducted in accordance with Section 125 of the Internal Revenue Service Code.

The Town shall establish a health insurance deductible reimbursement pool funded annually at the rate of \$350.00 per employee for those employees who enroll in Matthew Thornton HMO MTB15IPDED-R3/15MS1. Each employee with eligible deductible expenses will be initially reimbursed up to \$350.00 for such deductible expenses 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 eligible deductible expenses paid or incurred during the then current contract year.

Notwithstanding the foregoing, and contingent upon implementation of the Collective Bargaining Agreement between the Town of Hampton and the State Employee's (April 1, 2014), the contributions for those hired after April 1, 2012 shall be, effective April 1 2014, as follows:

For full time employees hired after April 1, 2012, 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-R3/15MS1, as eligible.

For full time employees hired after April 1, 2012, who wish to secure coverage through NHMA Health Insurance Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T5RDR-R10/20/45 may do so with a Town contribution of seventy five percent (75%) of such sums as necessary each month for each full-time employee to maintain a single- person, two-person, or family coverage, as eligible.

ARTICLE 26 WAGES

Effective April 1, 2014, employee's wages shall be increased by step plus 1.25%.

Effective April 1, 2015, employee's wages shall be increased by step plus 1.25%.

ARTICLE 38 HOURS OF WORK - WORK WEEK

Section 3.

The hours of work for Public Works Department personnel 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. Deviations from the schedule set forth above may be made at any time by the Department upon fifteen (15) work days notice to the affected employees of the bargaining unit, or without notice in exceptional or emergency conditions as determined by the Department. **In the event the Town wishes to modify the work schedule set forth above for more than thirty (30) continuous calendar days, it shall be subject to negotiations and the agreement of the Union (which shall not be unreasonably withheld).** Except in cases of emergency, the Union shall have the opportunity to discuss the change in work hours with the Town within five (5) work days of said notice. The Town shall have sole discretion as to the work schedule.

ARTICLE 41 DURATION

The provisions of this Agreement shall become effective when executed and in accordance with Article 39 (Expenditure of Public Funds) of this Agreement and shall continue and remain in full force

and effect **from April 1, 2014** until its expiration at midnight on March 31, 2016. Notification to begin negotiations for a successor Agreement shall be mailed to the Town by the Union prior to September 1, 2015. **The Town agrees that should any other union (with the exception of the SEA) reach tentative agreement with the Town for a successor collective bargaining agreement effective April 1, 2014, on wages and/or health insurance that, as a whole (“benefit package”), is more desirable than the terms set forth in this Tentative Agreement that the Teamsters shall have the right to accept such a benefit package in lieu of the specific and commensurate benefits provided for herein. Such an election by the Union must be made prior to the posting of the warrant for the 2014 Annual Town Meeting or it is waived.**

APPENDIX A

Change Starting rates of pay as follows:

Public Works Transfer Station Coordinator Foreman	\$22.73 \$24.25
Public Works Assistant Operations Manager Coordinator	\$23.00 \$24.25

Date

Town of Hampton

Date

International Brotherhood of Teamsters, 633