

STATE EMPLOYEES' ASSOCIATION

&

HAMPTON BOARD OF SELECTMEN

September 18, 2013

SELECTMEN'S PACKAGE PROPOSAL

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. 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. Effective 4/1/15 the Town shall establish a new step for employees with 30 years with the Town, which shall be 1.0% higher than the 25 year step. Both scales shall be adjusted upward by 1.25 % on April 1, 2015 and again on April 1, 2016.¹

ARTICLE 10

Holidays

- 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.

ARTICLE 11

HEALTH INSURANCE

- 11.1 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.

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. Employees shall pay the remaining

¹ Eliminate 8.3, 8.3.1, 8.3.2, & 8.3.3.

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.

Employees 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.

ARTICLE 12

Leave Administration

12.1 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.

| <u>Years of Employment</u> | Monthly | Annual |
|----------------------------|-----------------------|-----------------------|
| | <u>Accrual (days)</u> | <u>Accrual (days)</u> |

| | | |
|--|-------|----|
| 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 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 |

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

12.2 Sick Leave - 12.2.2.1 through 12.2.2.9 – Current contract

12.2.10 **DELETE A THROUGH J (SICK BANK)**, and add the following new language. This proposal is contingent on receiving written consent of all other Town of Hampton Unions allowing the SEA to withdraw from the sick bank.

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.

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 [~~immediate supervisor~~] **department head**.

14.3.2 The grievance must be filed within [~~seven (7)~~] **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 [~~seven (7)~~] **ten (10)** workdays of the close of the hearing. Any appeal of the decision shall be in writing to the next level within [~~seven (7)~~] **ten (10)** workdays.

~~[At step #5, 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 to arbitration shall be in writing to the Board of Selectman within fifteen (15) workdays. ~~[At step #6]~~ 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.

Levels of Review:

~~[Step #1 - Foreman~~

~~Step #2 - Superintendent]~~

Step [#3] #1 - Public Works Director

Step [#4] #2 - Town Manager

Step [#5] #3 - Board of Selectmen

Step [#6] #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 [#4] #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 [#6] #4 above, and within fifteen (15) workdays of the Step [#5] #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 [#6] #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 16

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

17.3 The Town shall pay up to [~~fifty dollars (\$50.00)~~] **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 [~~one hundred dollars (\$100.00)~~] **two-hundred dollars (\$200)** 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 19

Duration and Re-opening

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.** ~~or until replaced by a successor Contract. However, this section shall not operate to limit the retroactive nature of sections of this contract, which include effective dates earlier than the effective date cited in this section.~~

Date

Hampton Board of Selectmen

Date

State Employees' Association