

COLLECTIVE BARGAINING AGREEMENT

by and between

TOWN OF HAMPTON

and the

STATE EMPLOYEES ASSOCIATION OF NEW HAMPSHIRE, INC. SEIU

LOCAL 1984, Chapter 79

For the period

4/1/2024 to 3/31/2027

The employees covered by this CBA were previously represented by the Teamsters

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**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 listed on the most recent Certification of Representative as issued by the New Hampshire Public Employees Labor Relations Board.

Section 2

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

**ARTICLE 2
MANAGEMENT RIGHTS**

Section 1

Except as specifically limited or abridged by the terms of the Agreement, the management of Town Departments in all its phases and details shall remain vested exclusively in the Town and its designated agents. The Town and its agents shall have jurisdiction over all matters concerning the management of Town Departments, including, but not limited to; the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of rules and regulations, the establishment of qualifications for employment, the establishment of work and productivity standards, the right to hire, supervise, discipline or discharge, transfer, and relieve employees from duty for lack of work or funds, the right to decide job classifications, the right to abolish positions, the right to determine the methods, processes and manner of performing work and the general control of all of the operation of Town Departments in all its phases and details as well as all rights retained by virtue of including, but not limited to New Hampshire RSA Chapter 273-A and any other provision(s) of the Revised Statutes Annotated or other laws.

Section 2

It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically enumerated herein. The Town shall retain all rights and authority exercised prior to the execution of this Agreement, except as modified by this Agreement. The Town not exercising any function hereby reserved to it, or it's exercising of such function in a particular way shall not be deemed to be waiving its right to exercise such function or preclude the Town from exercising the same in other way not in conflict with the express provisions of this Agreement. It is further specifically agreed that this Article and the exercise of

any management right herein shall not be subject to any grievance proceeding as hereinafter set forth.

**ARTICLE 3
EMPLOYEE RIGHTS**

Section 1

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

Section 2

The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, national origin, disability status, genetic information, protected veteran status, or any other status or characteristic protected by law.

**ARTICLE 4
SEXUAL HARASSMENT**

Section 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 decisions affecting the person who did the submitting 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 an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Section 2

All complaints of sexual harassment should be referred immediately to the employee's supervisor or the Town Manager and the Union, 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,

Section 3

Any instances 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.

**ARTICLE 5
PROBATIONARY PERIOD**

Section 1

All new employees shall serve a probationary period of one (1) year from the date of hire and during this period shall be as probationary employees.

Section 2

Probationary employees are considered employees at will and may be terminated with or without cause and shall not be entitled to representation by the Union.

Section 3

Probationary employees shall be eligible to receive all benefits extended to non-probationary employees covered under this Agreement commencing in accordance with the enrollment policies of the specific benefit providers.

**ARTICLE 6
DUES CHECK OFF**

Upon an individually written authorization card signed by the employee and approved by the Union, the Town agrees to deduct from each employee's wages weekly, a sum for the Union dues to be paid to the Union each month. The Union agrees to hold the Town harmless from any claim or liability arising out of the deduction of dues and payment to the Union under this Article.

**ARTICLE 7
SENIORITY**

Seniority shall be measured from the last date of hire of an employee. Lateral transfer, promotion and reassignment does not change an employee's date of hire for the purposes of determining seniority. Seniority shall terminate upon the occurrence of one of the following events; Retirement; Discharge; Resignation; Lay-off or Absence due to illness or accident in excess of twelve (12) months.

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

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

**ARTICLE 8
LAY-OFF AND RECALL**

Section 1

In the event of lay-off, employees shall be laid off in reverse order of seniority beginning with the least senior employee in each job classification. It is understood that an employee retained must be qualified to perform the available work, or the next least senior employee in the job classification shall be laid off.

Section 2

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

**ARTICLE 9
JOB POSTING**

Section 1

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

Section 2

The job posting shall be left on the bulletin board for no less than five (5) work days and until the position is filled or shall remain posted for sixty (60) days. All employees in the bargaining unit shall be eligible to sign up to indicate their interest in filling the position. Nothing in this posting procedure shall be deemed to limit the Town's right to seek applicants for the position from outside the Department.

**ARTICLE 10
OVERTIME**

Section 1

Overtime will be offered on a rotating basis within the job classification. Overtime will be distributed as evenly as possible with the understanding that employees who turn down overtime will lose any right to dispute overtime distribution.

Section 2

In the event that all qualified employees within a job classification in which overtime exists should turn down the overtime, it is agreed by the parties that the least senior qualified employee in the job classification can be required to work the overtime. Employees shall receive time and one-half for all hours worked in excess of forty (40) hours in a week. An employee may elect with the Town's consent to take earned overtime as compensatory time off at the rate of time and one-half hours for each overtime hour worked. Paid absences shall be counted in computing overtime.

Section 3

It is understood by the parties that this Article shall not be deemed to prohibit or limit the use of temporary personnel when the Town determines that it is necessary.

Section 4

It is agreed by the parties that in emergency conditions the Town may require employees to work overtime and/or make assignments out of rotation as deemed necessary.

Section 5

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 offset overtime hours worked.

**ARTICLE 11
CALL IN TIME**

Section 1

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

Section 2

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

Section 3

The Town may require Public Works employees to be "on call." Employees "on call" will be compensated an amount equal to three hours of their base pay at straight time. If an "on call" employee is called in to work, they will receive three hours "call in" pay as outlined in Section 1.

ARTICLE 12
DISCIPLINARY PROCEDURE

Section 1

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

Section 2

All suspensions and discharges must be stated in writing with reasons stated and a copy given to the employee and a courtesy copy will be provided to the Union representative, within five (5) workdays after the date of the suspension or discharge.

Section 3

No employee shall be disciplined, suspended or discharged, without just cause.

Section 4

Just cause for immediate discharge without prior discipline shall be:

- a. Insubordination.
- b. Intoxication or under the influence of alcohol while on duty.
- c. Using, selling or being in the possession of alcohol or illegal drugs or drug paraphernalia while on duty or being under the influence of illegal drugs while on duty.
- d. Fighting.
- e. Unauthorized absence for (3) days without calling the Department.
- f. Stealing.
- g. Conviction of a felony.
- h. Dishonesty.
- i. Conviction of a misdemeanor crime that involves violence or which would nullify a job qualification, or which brings or could bring the employee or the Town into public disrepute, contempt or scandal whether the information becomes public.
- j. Knowingly falsifying records.
- k. Other serious offenses justifying discharge.
- l. Suspension(s) without pay totaling fifteen (15) or more days during a five-year period is just cause for immediate dismissal without further proof. Suspension(s) without pay totaling twenty (20) or more days during a ten-year period is just cause for immediate dismissal without further proof.
- m. Failure to immediately notify the Department Head (or designee, in their absence) of violations of state or federal permit standards, followed by a written report within 24-hours, constitutes just cause for immediate dismissal.
- n. 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 three-day suspension without pay or immediate dismissal, depending on the circumstances.

Section 5

All employees shall have the right to review their personnel records upon at least 24-hours' notice to the appropriate Town Office. The Employee may receive a copy of the file at the Employees expense.

Section 6

In the event an employee receives a written or verbal warning, the Employee's personnel file shall be cleared of such discipline after one (1) year from the date of the discipline, provided there are no written warning, suspensions, demotions or other disciplinary actions during the one (1) year period. In the event of a suspension or demotion, the Employee's personnel file shall be cleared of such discipline after three (3) years from the date of suspension or demotion, provided there are no written warning, suspensions, demotions or other disciplinary actions during the three (3) year period.

**ARTICLE 13
LEAVES OF ABSENCE**

Section 1

Written leaves of absence without pay or benefits may be granted by the Town Manager for a period not to exceed one (1) year. Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal.

During weather emergencies, the Town Manager may grant employees a leave of absence without pay.

Section 2

Written medical leaves of absence without pay shall be granted by the Town Manager for a period not to exceed twelve (12) work weeks. Medical leaves of absence shall only be granted to full-time regular employees for the purposes of a serious health condition of the employee, spouse, child or parent or because of the birth of the employee's child or the placement of the employee's adopted child. While on medical leave, each employee must keep the department head advised as to the medical recovery progress. To be eligible for leave without pay for medical reasons the medical condition of the employee or of the family members for which leave is taken must be certified with a physician's written medical statement.

Section 3

During a medical leave of absence without pay, an employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the Town in accordance with the established level of contribution during periods when the employee is on medical leave without pay.

Section 4

A medical leave of absence shall not be granted until all of the employee's accumulated vacation leave and accumulated sick leave (in the case of serious health conditions of the spouse, child, or parent) has been taken. The combination paid and unpaid leave shall not exceed twelve (12) work weeks.

Section 5

Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted.

Failure of the employee to report promptly for work at the expiration of the leave shall be cause for dismissal.

Section 6

Upon the approval of the Town Manager, an employee may receive an extension of the medical leave of absence for a period beyond twelve (12) workweeks provided notice is given at least ten (10) work days prior to the commencement of said extension.

**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	Child or Stepchild
Father	Mother
Sister	Brother
Father-in-law	Mother-in-law
Stepfather	Stepmother

Section 2

Special leave of one (1) working day with pay, for the purpose of attending the funeral or memorial service shall be granted an employee in the event of the death of a:

Brother-in-law	Sister-in-law
Aunt	Uncle
Grandfather	Grandmother
Grandchild	

Section 3

Under extenuating circumstances, two (2) additional days with pay may be granted under Sections 1 & 2 above, with the written approval of the Town Manager.

**ARTICLE 15
PERSONAL DAYS**

All regular full-time employees shall be entitled to two (2) non-cumulative personal days per contract year. Personal days shall be granted with at least a one-hour notice and approval by the Department Head in accordance with the staffing requirements of the Department. Personal Days may not be taken to substitute for suspension due to disciplinary action.

**ARTICLE 16
HOLIDAYS**

Section 1

The following holidays shall be paid holidays for all full-time employees:

New Year's Day	Labor Day
Martin Luther King Civil Rights Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Day After Thanksgiving
Independence Day	Christmas Day

Section 2

If a regular full-time employee is required to work on a holiday the employee will be paid time and one-half for the hours worked on the holiday in addition to the employee's holiday pay.

Communication Specialists will be paid holiday pay in lieu of days off for the year. Such holiday pay will be distributed during the first pay period in December of each year.

Section 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.

Section 4

When holiday falls on a Saturday, the preceding Friday shall be considered the holiday; when a holiday falls on a Sunday the following Monday shall be considered the holiday.

Section 5

Permanent part-time employees will receive holiday pay on a prorated basis for any holiday that falls on a day for which they are regularly scheduled to work.

Section 6

Nothing herein shall prevent bargaining unit employees from being granted additional days off, in whole or in part, deemed holidays by the employer. Employees on scheduled leave for days (or partial days) deemed a holiday by the employer shall have their leave-time adjusted by the time period granted off by the employer upon employee request.

**ARTICLE 17
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 pay the difference between the employee's regular weekly straight time pay and any pay received as member of the reserve force of the United States 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.

**ARTICLE 18
JURY DUTY**

Section 1

An employee called as a juror shall be paid the difference between the fee received for such service and the amount of straight time earnings lost by the employee by reason of such service.

Section 2

Satisfactory evidence must be submitted to the employee's department head. The Town shall not reimburse for meals and mileage.

**ARTICLE 19
EMPLOYEE INDEMNIFICATION**

The Town shall defend all employees against any claims made against them arising out of an act or omission by the employee while acting good faith within the employee's scope of employment. The Town shall indemnify all employees for any judgments entered against them arising out of any act or omission by the employee acting in good faith within the employee's scope of

employment to the extent that the claim is within the limits of coverage of an insurance policy maintained by the Town.

ARTICLE 20 CAREER INCENTIVES

Section 1

The following educational reimbursement policy will apply to members of the bargaining unit after one (1) year of service. The Town agrees to provide reimbursement for fifty percent (50%) of the cost of courses if all of the following are met;

- a. The course is approved in advance by the department head.
- b. The course is related to the employee's job and/or is part of a career development program.
- c. Budgeted funds are available in the tuition reimbursement account.
- d. Reimbursement is for no more than four (4) courses per year per employee.
- e. Reimbursement for fifty percent (50%) of course costs only upon completion of the course with a "B" grade or better and satisfactory proof of attainment.
- f. The course has been submitted by August for approval of the Town Manager for courses to be taken in the subsequent year.
- g. Funds will be allocated on a "first come, first serve" basis approved by the Town Manager.

Section 2

The Town shall pay for course work required for certification or minimum education requirements mandated by federal, State, or local regulation. Courses taken during working hours and required by the Town shall not be subject to the restrictions in Section 1 of this article.

Section 3

Any full-time regular employee who is receiving annual educational incentive pay of one thousand dollars (\$1,000) for a Bachelor's Degree or five hundred dollars (\$500) for an Associate's Degree or three hundred dollars (\$300) for thirty (30) credit hours on the effective date of this contract shall continue to receive said educational incentive pay for the term of this agreement.

ARTICLE 21 MILEAGE

Section 1

Employees required or requested to use their personal vehicles in the course of their duty for Town business shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate, adjusted annually.

Section 2

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

- a. Meal Expense — breakfast eight (\$8)/day; lunch \$10/day and dinner \$15/day.
- b. Lodging — market price for locale/day
- c. Misc. Expenses — tolls and parking as necessary; and telephone as necessary to place of employment, plus one call per day to residence while away from home (10-minute duration).

ARTICLE 22 VACATION

Section 1

Full-time regular employees and part-time regular employees working twenty (20) or more hours per week shall earn vacation time in accordance with the following schedule. Vacation time for part-time regular employees shall be proportionate to hours worked.

- a. After one year through five (5) years of continuous service - ten (10) work days five (5) days of which may be taken after six (6) continuous months of service).
- b. Six (6) years through ten (10) years of continuous service - fifteen (15) work days
- c. Eleven (11) years through fifteen (15) years of continuous service twenty (20) workdays.
- d. Sixteen (16) years through twenty (20) years of continuous service - twenty (20) work days plus one (1) day for each year above fifteen (15) continuous years of service up to twenty-one (21) years.
- e. Twenty-one (21) years or more of continuous service twenty-five (25) workdays.

Section 2

Employees may accumulate no more than twenty (20) workdays of annual leave with the exception of employees with a date of hire on or after April 1, 1994, who will have a maximum of ten (10) workdays of annual leave, which may be carried from year to year. Employees who have more than twenty (20) work days as of April 1, 1995, shall retain and be permitted to maintain their accumulated days, but shall not exceed said accumulated days.

Section 3

Vacations will be posted on an annual basis and will be selected on the basis of seniority. No employee may choose more than two (2) weeks on the first run through the list. The Department shall decide how many employees out of any job classification or category that can be on vacation at time as well as the number of employees in the bargaining unit that can take vacation at one time.

Section 4

All earned but unused vacation time shall be paid upon an employee's retirement, resignation, or death.

Section 5

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 (5) 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 1

- a. Each regular full-time employee shall earn sick leave at the rate of eight (8) hours per month of continuous employment accumulated to a maximum of one thousand (1,000) hours with the exception of employees with a date of hire on or after April 1, 1994, who will have a maximum accumulation of four hundred (400) hours.
- b. Part-time employees covered in this agreement working twenty (20) or more work hours per week, shall earn eight (8) days of sick leave per calendar year, proportionate to their hours worked accumulated to a maximum of four hundred (400) hours. Accumulated sick leave shall not be paid out at the time of separation from employment.

Section 2

The Town may require a physician's statement if an employee is on sick leave for more than three (3) days. In cases of suspected abuse, the Town may require a physician's statement before three (3) consecutive days absence.

Section 3

Employees who voluntarily terminate their employment with the Town and who have at least five (5) years of continuous full-time service shall be entitled to a lump sum payment for twenty-five percent (25%) of the number of accumulated hours at the time of termination of service.

Section 4

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 having completed ten (10) or more consecutive years of service with the Town and being eligible to retire under the New Hampshire Retirement System.

Section 5

Sick Leave Buy Back program.

1. After accumulation of four hundred (400) hours of sick leave the employee can, at the employee's option, sell back to the Town any unused sick leave hours accumulated during that year.
2. 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 at the time of their selection in October. The total amount available shall be indicated to each employee in writing by September 15th of that year on a form provided by the Finance Department. Election forms must be returned to the Finance Department by October 1st. Late election forms will not be accepted and the employee will forfeit their right to participate in the Buy Back program for that year.
3. The value of the hours sold to the Town can be used in any of the following combinations:
 - a. Purchase the employee's contributions, either in whole or in part, to Health Insurance, Dental Insurance, Short Term Disability Insurance, Long-Term Disability Insurance, AFLAC Insurance, or Life Insurance.
 - b. Make contributions to the employee's Individual 457(b) 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 ninety (90) hours shall be given an additional thirty (30) hours of vacation at a time of the employee's choosing. The cap on additional vacation shall be no more than one (1) week of each employee's typical vacation. This vacation time may be carried over if approved and it shall be reimbursable.

ARTICLE 24 HEALTH INSURANCE

Section 1

In the first available open enrollment period after passage of this agreement, all union members will notify the Town Finance Department of their selection of a new medical/prescription plan offered by the Town through Health Trust, which will become effective as specified. Only the new plans offered through Health Trust will be available to members now and in the future.

Section 2

The following plan types are available to each full-time employee to maintain single, two person or family coverage through Anthem.

- a. Anthem AB15IPDED-RX10/20/45 - for employees hired prior to April 1, 2012, the Town agrees to pay ninety percent (90%) of premiums; for employees hired after April 1, 2012, the Town agrees to pay eighty percent (80%) of premiums.
- b. Anthem BC3T5RDR-RX10/20/45 - for employees hired prior to April 1, 2012, the Town agrees to pay eighty-five percent (85%) of premiums; for employees hired after April 1, 2012, the Town agrees to pay seventy-five percent (75%) of premiums.

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

Health Trust is discontinuing Anthem BC3T5RDR-RX10/20/45, effective December 31, 2024. The Town will offer Health Trust's Open Access PPO (OA20) plan in its place.

Section 3

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

Section 4

The Town shall establish a health insurance deductible reimbursement pool funded annually at the rate of three hundred and fifty dollars (\$350) per employee for those employees who enroll in Anthem AB151PDED-RX10/20/45. Each employee with eligible deductible expenses will be initially reimbursed up to three hundred and fifty dollars (\$350) 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 current contract year.

Section 5

Any employee who provides to the Town evidence of current, comparable health insurance coverage may decline coverage under the Town's hospital-medical insurance plans in Section 1, and the employee shall receive a yearly payment of:

- a. \$2,000 if the employee is eligible to receive single coverage
- b. \$3,000 if the employee is eligible to receive two-person coverage
- c. \$4,000 if the employee is eligible to receive family coverage

Payment shall be made on December 1 of each year for the preceding year or pro-rated for any portion thereof. Notwithstanding the foregoing, if an employee withdraws from coverage the amount of the "opt out" payment shall be based on the plan enrolled in at the time of withdrawal or as future eligibility may dictate, whichever is less.

Section 6

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

ARTICLE 25 LIFE INSURANCE

The Town of Hampton shall provide to each full-time regular employee, at no cost to the employee, life insurance coverage in an amount equal to the employee's annual base salary rounded to the nearest thousand dollars. Employees shall be allowed to purchase an equal amount of additional life insurance coverage at their own expense.

ARTICLE 26
WAGES

Section 1

Each employee shall be paid a base rate in accordance with Attachment A. Nothing herein shall prevent the employer from placement of any newly hired employee at any step in the pay scale as they may deem appropriate.

Effective April 1, 2024 employees will be placed on the new 12-step wage table attached and incorporated herein as Attachment B. There will be no step progression in 2024. Step progression will resume January 1, 2025 on the anniversary date of the employee's appointment to their current position. Employees at the top step shall receive a one-time payment of five hundred dollars (\$500.00) in the first pay period following the employees' anniversary date of appointment.

Effective April 1, 2025 the wage scale shall be adjusted based on the 2024 July 12-Month Percent Change CPI-U for Boston-Cambridge-Newton, MA-NH, not seasonally adjusted. This increase shall be no less than 2.0% and no greater than 4.0%.

Effective April 1, 2026 the wage scale shall be adjusted based on the 2025 July 12-Month Percent Change CPI-U for Boston-Cambridge-Newton, MA-NH, not seasonally adjusted. This increase shall be no less than 2.0% and no greater than 4.0%.

Section 2

The Communication Specialist Supervisor and the Communications Specialists working the scheduled Shift 4:00 PM to 12:00 AM shall receive an additional one dollar (\$1.00) per hour, and the Communication Specialist Supervisor and the Communication Specialists working the scheduled shift 12:00 AM to 8:00 AM shall receive an additional one dollar and seventy-five cents (\$1.75) per hour over their base rate of pay.

Section 3

Members of the Union, upon completion of twenty (20) years of continuous service shall receive an annual stipend of five hundred dollars (\$500) payable in the first pay period of December.

Section 4 Temporary Supervisor out of Rank (TSOR)

Members of the Union covered by this agreement who are temporarily required, and formally and specifically assigned by the Town Manager, or his/her designee, to assume the duties and responsibilities of a position or a job class higher than their own shall be paid for such work on the lowest applicable rate of that higher pay scale which is at least five percent (5%) above the employees' current rate of pay.

**ARTICLE 27
WORKERS' COMPENSATION**

Section 1

The parties to this Agreement hereby agree an employee out of work due to a job connected injury shall receive Workers' Compensation, and that the difference between the amount paid to the employee through Workers' Compensation insurance and the employee's regular salary shall be paid to the employee by the Town for the one hundred eighty (180) calendar days of said job connected injury. Actual payment of wages under this Article shall be the payment by the insurance company of the worker's compensation benefit as determined by the Department of Labor and a supplemental payment by the Town, which will be the difference between the workers compensation payment and the employee's regular compensation. The Town further agrees the first one hundred eighty (180) days of said job connected injury shall not be charged against the employee's accrued sick leave or vacation time. At the end of the first one hundred eighty (180) days of said job connected injury the employee shall continue to receive both the workers' compensation benefit and the difference between that benefit and the employee's regular compensation except that the differential between the workers' compensation benefit and the employee's regular compensation shall be charged against the employee's accrued sick leave or vacation leave. In no case shall the combination of worker's compensation payments and the differential paid by the Town or with sick/vacation leave equal more than one hundred percent (100%) of the employee's regular rate of pay.

Section 2

Employees absent from work as a result of a bona fide Workers Compensation injury are eligible for reinstatement to the employee's former position within eighteen (18) months of the date of injury provided that:

- a. The employee requests reinstatement;
- b. The employee is capable of performing the duties of the position, as determined by the attending physician; and
- c. The position exists and is available.

Section 3

The Town shall provide Alternate Work Opportunities (light duty) as determined by the Department Head, said opportunities being consistent with the employee's limitations, as certified by the attending physician, and the appropriate provisions of RSA 281-A:64.

**ARTICLE 28
CLOTHING ALLOWANCE**

Section 1

The Town of Hampton will provide three hundred dollars (\$300.00) per year to Police Department Communication Specialists, Animal Control Officers, Custodians, and Public Works personnel (excluding office workers) to purchase and maintain uniforms.

Section 2

The Town shall reimburse up to three hundred dollars (\$300) each year July 1st through June 30th for the purchase of ANSI Class 75 leather work boots/shoes to be used on the job for members assigned to the Department of Public Works (excluding office workers). An employee requesting reimbursement shall provide a receipt verifying the purchase to the Director of Public Works or designee. The Director must approve ANSI Class 75 leather boots/shoes or other work-related footwear for use. The Town will not pay for replacement of said ANSI 75 leather boots/shoes due to normal wear and tear. The Town will pay up to fifty dollars (\$50) for the repair or replacement of ANSI 75 leather boots/shoes as determined by the Town to have been damaged on the job due to unforeseen circumstances.

**ARTICLE 29
NO STRIKE/NO LOCKOUT**

Section 1

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

Section 2

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

**ARTICLE 30
SEPARABILITY CLAUSE**

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

**ARTICLE 31
STEWARDS**

Section 1

The Town agrees to recognize one (1) Steward and two (2) Alternate Stewards, who will serve in the absence of the regular shop steward.

Non-discrimination: The Employer agrees there shall be no discrimination against any Steward because of his or her duties as a Union official or member.

Section 2

Grievance Administration: The Union recognizes that in handling grievance responsibilities, such activities are to be done during coffee or lunch breaks or outside of work hours, unless circumstances exist which make work-time visit necessary, If a work visit is necessary the Employer shall authorize a reasonable amount of time during regular working hours, without loss of time or pay, to permit the Steward to carry out their responsibilities in accordance with the provisions of this Agreement. Each Steward, before carrying out his/her responsibilities in accordance with the provisions of this Agreement, shall first obtain the consent of his/her immediate supervisor, which shall not be unreasonably withheld. Upon entering a work area, other than their own, the Steward shall first advise the appropriate supervisor of his/her presence and specify the name(s) of the employee(s) to be contacted.

Section 3

Each Steward and Alternate Steward shall be given time off without loss of pay or benefits to attend Steward Training not to exceed one (1) day per year. The Union shall provide thirty (30) days' notice.

**ARTICLE 32
CONSULTATION**

Section 1

It is agreed and understood that the employment relationship is an appropriate matter for consultation between the parties. Consultation may be requested by either party in writing stating the reasons for the requested meeting and the proposed agenda or topic of conversation.

Section 2

A mutually agreeable meeting 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.

Section 3

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 up to three (3) representatives, unless additional representatives for either or both parties are permitted by prior mutual agreement.

ARTICLE 33 GRIEVANCE PROCEDURE

Section 1

A grievance is defined as a dispute, claim or complaint raised by an employee covered by this Agreement involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance must be in writing and must state the specific provision(s) in this Agreement which allegedly has or have been violated, the date alleged violation, and the specific relief sought.

Section 2

Prior to the institution of the formal grievance procedure hereinafter set forth, any employee who believes himself/herself to have been aggrieved must attempt to informally resolve the matter with the appropriate Supervisor. The Supervisor has the responsibility to attempt to resolve the employee's grievance if the Supervisor has authority to do so. If the grievance cannot be resolved informally, the following procedure shall be utilized or such grievance shall be deemed waived.

Step 1

Any grievance shall be filed by the employee and/or the Union, in writing, with the Department Head within ten (10) workdays of the alleged grievable occurrence. The Department Head shall hold an administrative hearing with the aggrieved employee and the employees' representative of choice concerning the grievance within five (5) workdays of receipt of the grievance. The Department Head shall decide the grievance based upon the information supplied and any further information the Department Head may request during or subsequent to the hearing. The Department Head shall render a decision, in writing within five (5) workdays from the close of the hearing.

Step 2

If the aggrieved employee and/or Union is not satisfied with the decision of the Department Head or if no decision has been rendered within the five (5) workday period as defined above, said employee and/or Union may appeal the grievance, in writing, to the Town Manager within five (5) work days of the receipt of the Department Head's decision, or that date upon which such decision should have been rendered, The Town Manager or designee shall hold an administrative hearing with the aggrieved employee and the employee's representative of choice concerning the grievance within ten (10) work days of receipt of the aggrieved employee's and/or the Union's appeal. The Town Manager shall decide the

grievance based upon the information supplied and any further information the Town Manager may request during or subsequent to the hearing. The Town Manager shall render a decision, in writing, within ten (10) workdays from the close of the hearing.

Step 3

If the decision of the Town Manager is unsatisfactory, or if no decision has been rendered during the time period specified above, the aggrieved employee and/or the Union may within five (5) workday's appeal, in writing, the decision of the Town Manager to the Board of Selectmen.

Step 4

The Board of Selectmen shall hold a hearing with the aggrieved employee and the employee's representative of choice at its earliest convenience and shall respond to the grievance in writing within ten (10) workdays of the hearing.

Step 5

If the grievance has not been resolved to the satisfaction of the aggrieved employee and/or the Union after receiving the Board of Selectmen's response, or if no response is given by the Board of Selectmen within the time period outlined in Step 4, the Union may, by giving written notice to the Board of Selectmen within ten (10) workdays after receiving the Board of Selectmen's response submit the grievance to Arbitration. Such notice shall be addressed in writing to the Chairman of the Board as the representative of the Board of Selectmen.

Step 6

In the event that the Union elects to proceed to Arbitration, the Board of Selectmen, or its designee, and the Union will endeavor to agree upon a mutually acceptable Arbitrator and obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the grievance shall be referred to the Public Employee Labor Relations Board (PELRB) by the Union no later than twenty (20) days after the receipt of the notice of submission to Arbitration. In such event, the Arbitrator shall be selected in accordance with the rules of the PELRB.

Section 3

The Town and the Union agree that they will individually be responsible for their own costs, preparation and presentation. The Town and the Union further agree that they shall equally share in the compensation and the expense of the Arbitrator.

Section 4

The function of the Arbitrator is to determine the interpretation of specific provisions of this agreement. There shall be no right in Arbitration to obtain, and no Arbitrator shall have any power or authority to award or determine, make any change in, modification of, alteration of, addition to, or detraction from any provisions of this Agreement.

Section 5

Each grievance shall be separately processed at any Arbitration proceeding hereunder unless the parties otherwise agree.

Section 6

The Arbitrator shall furnish a written opinion within thirty (30) days specifying the reasons for the decision. The decision of the Arbitrator, if within the scope of authority and power within this Agreement shall be final and binding upon the Union, the Town, and the aggrieved employee who initiated the grievance.

Section 7

If the aggrieved employee or the Union fails to file appeals within the timelines specified, the grievance shall be deemed waived. If the employer fails to hold hearings or issue decisions, within the timelines specified, the aggrieved employee or the Union may appeal at the next step.

Section 8

Excluded from this grievance procedure are grievances which question the exercise of rights set forth in Article 2 of this Agreement, entitled Management Rights or which question the use or application of any right which the Town or designated agents have discretion.

ARTICLE 34 SWAPPING OF SHIFTS

Section 1

The swapping of shifts shall be allowed with prior approval of the Department Head or designee.

Section 2

The swapping of shifts shall not result in any cost the Town.

Section 3

The employee requesting the swap shall be responsible to ensure the involved shift is covered.

**ARTICLE 35
UNION BULLETIN BOARD**

The Town shall provide space on its bulletin boards in designated areas of each department for Union notices. Employees shall not post notices of a derogatory, libelous, or profane nature and shall be limited to actual Union activity. Employees shall not post Union notices at any other locations other than the approved Union bulletin board.

**ARTICLE 36
RETIREMENT SYSTEM**

Employees who work full-time will be covered under the New Hampshire Retirement System, either Group I or Group II, as appropriate. Employees may be members of the Town's 457(b) plans at the employee's expense.

**ARTICLE 37
LONG TERM DISABILITY**

Employees covered under this Agreement are eligible for coverage under the Town's Long Term Disability Plan. The cost of this benefit shall be at employee expense.

**ARTICLE 38
HOURS OF WORK - WORK WEEK**

Section 1

The hours of work for the Town Office personnel, shall generally be between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. Deviations from the schedule set forth above may be made at any time by the Town upon fifteen (15) workdays' notice to the affected employees of the bargaining unit, or without notice in exceptional or emergency conditions as determined by the Town. Except in cases of emergency, the Union shall have the opportunity to discuss the change in work hours with the Town within five (5) workdays of said notice. The Town shall have sole discretion as to the work schedule.

Section 2

The hours of work for Police Department personnel shall be governed by department policy pertaining to shift coverage and assignments, and the Standard Operating Procedures of the Department.

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 forth above may be made at any time by the Department upon fifteen (15) workdays' 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) workdays of said notice. The Town shall have sole discretion as to the work schedule.

**ARTICLE 39
EXPENDITURE OF PUBLIC FUNDS**

Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the employer, unless and until, the necessary specific appropriations have been made by the Town of Hampton Budgetary Town Meeting at each of its appropriate annual meetings during the term of this agreement. The Employer shall make a good faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual meetings. If such funds are not forthcoming, the employer and the union shall resume negotiations regarding the matters affected.

**ARTICLE 40
EFFECT OF AGREEMENT**

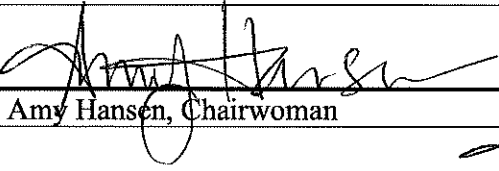
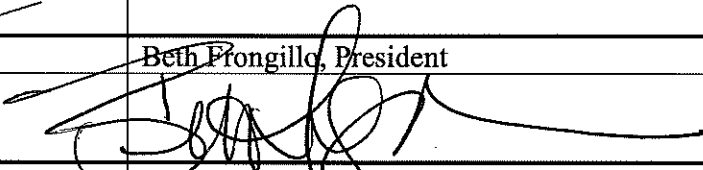



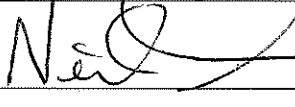
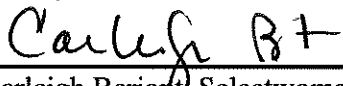
Section 1

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

Section 2

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

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their duly authorized officers and representatives, this 22nd day of April, 2024.

TOWN OF HAMPTON	State Employee Association of New Hampshire Local 1984, Service Employees' International Union
	
Amy Hansen, Chairwoman	Beth Frongillo, President
	
Russell Bridle, Vice-Chairman	Tobey Spainhower, Senior Steward
	
Charles Rage, Selectman	Neil Smith, Field Representative
	
James Waddell, Selectman	
	
Carleigh Berion, Selectwoman	

Attachment A

2.00% Pay Scale 4/1/24													
Public Works		1	2	3	4	5	6	7	8	9	10	11	12
WWTP Superintendent		\$31.50	\$32.13	\$32.77	\$33.43	\$34.10	\$34.78	\$35.47	\$36.18	\$36.91	\$37.65	\$38.40	\$39.17
WWTP Chief Operator		\$30.88	\$31.50	\$32.13	\$32.77	\$33.43	\$34.09	\$34.78	\$35.47	\$36.18	\$36.90	\$37.64	\$38.40
Foreman - Hwy, Veh, Sewer/Drain, Transfer Station		\$31.50	\$32.13	\$32.77	\$33.43	\$34.10	\$34.78	\$35.47	\$36.18	\$36.91	\$37.65	\$38.40	\$39.17
PW Operations Coordinator		\$28.02	\$28.58	\$29.15	\$29.74	\$30.33	\$30.94	\$31.56	\$32.19	\$32.83	\$33.49		
Building Inspection													
Senior Assistant Building Inspector		\$32.22	\$32.86	\$33.52	\$34.19	\$34.88	\$35.57	\$36.28	\$37.01	\$37.75	\$38.51	\$39.28	\$40.06
Assistant Building Inspector		\$25.31	\$25.82	\$26.33	\$26.86	\$27.40	\$27.94	\$28.50	\$29.07	\$29.65	\$30.25	\$30.85	\$31.47
Building Inspector's Office Manager		\$23.21	\$23.67	\$24.15	\$24.63	\$25.12	\$25.63	\$26.14	\$26.66	\$27.19	\$27.74	\$28.29	\$28.86
Assessing													
Deputy Assessor		\$26.61	\$27.14	\$27.69	\$28.24	\$28.80	\$29.38	\$29.97	\$30.57	\$31.18	\$31.80	\$32.44	\$33.09
Senior Assessing Clerk		\$22.35	\$22.80	\$23.25	\$23.72	\$24.19	\$24.68	\$25.17	\$25.67	\$26.19	\$26.71	\$27.24	\$27.79
Assessing Assistant		\$18.71	\$19.08	\$19.47	\$19.86	\$20.25	\$20.66	\$21.07	\$21.49	\$21.92	\$22.36	\$22.81	\$23.26
Town Clerk's Office													
Deputy Town Clerk		\$26.61	\$27.14	\$27.69	\$28.24	\$28.80	\$29.38	\$29.97	\$30.57	\$31.18	\$31.80	\$32.44	\$33.09
Senior Bookkeeper		\$24.94	\$25.44	\$25.95	\$26.47	\$27.00	\$27.54	\$28.09	\$28.65	\$29.22	\$29.81	\$30.40	\$31.01
Town Clerk Bookkeeper		\$23.07	\$23.53	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98	\$26.50	\$27.03	\$27.57	\$28.12	\$28.68
Assistant Clerk - P. T.		\$17.67	\$18.02	\$18.38	\$18.75	\$19.13	\$19.51	\$19.90	\$20.30	\$20.70	\$21.12	\$21.54	\$21.97
Recreation													
Operations Assistant		\$19.79	\$20.19	\$20.59	\$21.00	\$21.42	\$21.85	\$22.29	\$22.73	\$23.19	\$23.65	\$24.12	\$24.61
Finance													
Payroll supervisor		\$26.61	\$27.14	\$27.69	\$28.24	\$28.80	\$29.38	\$29.97	\$30.57	\$31.18	\$31.80	\$32.44	\$33.09
Accounting clerk		\$19.79	\$20.19	\$20.59	\$21.00	\$21.42	\$21.85	\$22.29	\$22.73	\$23.19	\$23.65	\$24.12	\$24.61
Tax Collector's office													
Deputy Tax Collector		\$20.62	\$21.03	\$21.45	\$21.88	\$22.32	\$22.77	\$23.22	\$23.69	\$24.16	\$24.64	\$25.14	\$25.64
Welfare													
Welfare Administrator		\$20.40	\$20.81	\$21.22	\$21.65	\$22.08	\$22.52	\$22.97	\$23.43	\$23.90	\$24.38	\$24.87	\$25.36
Police Department													
Senior Animal Control Officer		\$21.95	\$22.39	\$22.84	\$23.29	\$23.76	\$24.23	\$24.72	\$25.21	\$25.72	\$26.23	\$26.76	\$27.31
Animal Control Officer		\$16.74	\$17.07	\$17.42	\$17.76	\$18.12	\$18.48	\$18.85	\$19.23	\$19.61	\$20.01	\$20.41	\$20.81
Communications Specialist Supervisor		\$25.59	\$26.10	\$26.62	\$27.16	\$27.70	\$28.25	\$28.82	\$29.39	\$29.98	\$30.58	\$31.19	\$31.82
Communications Specialist		\$23.69	\$24.16	\$24.65	\$25.14	\$25.64	\$26.16	\$26.68	\$27.21	\$27.76	\$28.31	\$28.88	\$29.46
Senior Police Secretary		\$20.06	\$20.46	\$20.87	\$21.29	\$21.71	\$22.15	\$22.59	\$23.04	\$23.50	\$23.97	\$24.45	\$24.94
Police Secretary		\$16.97	\$17.31	\$17.66	\$18.01	\$18.37	\$18.74	\$19.11	\$19.49	\$19.88	\$20.28	\$20.69	\$21.10
Senior Police Custodian		\$19.10	\$19.48	\$19.87	\$20.27	\$20.67	\$21.09	\$21.51	\$21.94	\$22.38	\$22.83	\$23.28	\$23.75
Police Custodian		\$16.74	\$17.07	\$17.42	\$17.76	\$18.12	\$18.48	\$18.85	\$19.23	\$19.61	\$20.01	\$20.41	\$20.81
Town Hall													
Receptionist		\$12.71	\$12.96	\$13.22	\$13.49	\$13.76	\$14.03	\$14.31	\$14.60	\$14.89	\$15.19	\$15.49	\$15.80

87 12/22/23

Town of Hampton
Teamster Wage Rates as of 4/1/2024

ATTACHMENT B

Updated: 12/20/23												
Date of Hire	Date in Position	Name	Title	Years in Position	Rate 3/31/24	Hrs per Week	3/31/23 Yearly Salary	Current Wage plus 5%	New Step	New Wage	New Salary	% Increase
3/3/2010	1/30/2019	Chris McGinnis	Highway Foreman	4.91	31.50	40.00	\$65,520.00	33.08	4	33.43	\$69,534.40	6.13%
6/1/2010	5/1/2011	Tobey Spainhower	Sewer & Drain Foreman	12.64	33.42	40.00	\$69,513.60	35.09	7	35.47	\$73,777.60	6.13%
5/10/2006	7/12/2012	Michael Carle	WWTp Superintendent	11.47	33.42	40.00	\$69,513.60	35.09	7	35.47	\$73,777.60	6.13%
12/29/2016	5/19/2021	James Haley	Transfer Station Foreman	2.61	31.50	40.00	\$65,520.00	33.08	4	33.43	\$69,534.40	6.13%
9/30/2013	4/13/2022	Joseph Bishop	Vehicle Maintenance Foreman	1.71	31.50	40.00	\$65,520.00	33.08	4	33.43	\$69,534.40	6.13%
4/15/2014	7/1/2019	Susan Thurston	Operations Coordinator	4.49	28.02	40.00	\$58,281.60	29.42	4	29.74	\$61,859.20	6.14%
5/22/2023	5/22/2023	Heather Tibbety	Building Dept Office Manager	0.60	23.21	40.00	\$48,276.80	24.37	4	24.63	\$51,230.40	6.12%
6/2/2021	6/2/2021	Dennis Howes	Senior Asst Building Inspector	2.57	32.22	40.00	\$67,017.60	33.83	4	34.19	\$71,115.20	6.11%
7/30/2018	4/2/2021	Beth Frongillo	Bookkeeper	2.74	23.07	35.00	\$41,987.40	24.22	4	24.48	\$44,553.60	6.11%
2/3/2021	5/9/2023	Dianne Deuville	Deputy Town Clerk	0.64	26.61	40.00	\$53,348.80	27.94	4	28.24	\$58,739.20	6.13%
11/8/2021	11/8/2021	Elizabeth Bowen	Clerk Ass PT	2.13	17.67	17.00	\$13,620.28	18.55	4	18.75	\$16,575.00	6.11%
7/1/2023	7/1/2023	Tracy Hamilton	Clerk Ass PT	0.46	17.67	21.50	\$19,755.06	18.55	4	18.75	\$20,962.50	6.11%
7/31/2006	5/5/2014	Kathleen Estes	Payroll Supervisor	9.65	27.41	40.00	\$57,012.80	28.78	5	28.80	\$59,904.00	5.07%
5/12/2014	5/12/2014	Diana Colhige	Accounting Clerk	9.63	20.38	40.00	\$42,390.40	21.40	5	21.42	\$44,553.60	5.10%
8/11/2021	8/11/2021	Bobbi Hayden	Accounting Clerk	2.38	19.79	40.00	\$41,163.20	20.78	4	21.00	\$43,680.00	6.11%
7/13/2010	7/13/2010	Vivian Considine	Deputy Tax Collector	13.47	21.88	35.00	\$39,821.60	22.97	7	23.22	\$42,260.40	6.12%
2/8/2021	2/8/2021	Mary Blackwell	Welfare Administrator	2.88	20.40	28.00	\$29,702.40	21.42	4	21.65	\$31,522.40	6.13%
8/21/2017	8/21/2017	Anthony Palmisano	Sr. Animal Control Officer	6.35	22.61	40.00	\$47,028.80	23.74	5	23.76	\$49,420.80	5.09%
6/15/2020	11/16/2020	William Ford	PD Comm Specialist Supervisor	3.11	22.86	40.00	\$47,548.80	24.00	3	26.62	\$53,369.60	16.45%
5/15/2023	5/15/2023	David Lawrence	PD Communication Specialist	0.62	21.03	40.00	\$43,742.40	22.08	1	23.69	\$49,275.20	12.65%
5/30/2023	5/30/2023	Leah Demmet	PD Communication Specialist	0.58	21.03	40.00	\$43,742.40	22.08	1	23.69	\$49,275.20	12.65%
6/12/2023	6/12/2023	Angelina Zaccardi	PD Communication Specialist	0.54	21.03	40.00	\$43,742.40	22.08	1	23.69	\$49,275.20	12.65%
6/18/2019	6/19/2020	Craig Schena	Sr. PD Custodian	3.52	19.10	40.00	\$39,728.00	20.06	4	20.27	\$42,161.60	6.13%
11/13/2017	11/13/2017	Shannon Tricomb	Sr. PD Secretary	6.12	20.66	40.00	\$42,972.80	21.69	5	21.71	\$45,156.80	5.08%
4/24/2023	4/24/2023	Jennifer LaClare	Sr. PD Secretary	0.68	20.06	40.00	\$41,724.80	21.06	4	21.29	\$44,283.20	6.13%
5/17/2022	4/24/2023	Heidi Taracna	Operations Assistant	0.68	19.79	40.00	\$41,163.20	20.78	4	21.00	\$43,680.00	6.11%

Town of Hampton



MEMORANDUM OF AGREEMENT

This memorandum serves as an agreement between the Town of Hampton, New Hampshire (Town) and the STATE EMPLOYEES ASSOCIATION OF NEW HAMPSHIRE, INC. SEIU LOCAL 1984, Chapter 79 (Union); said agreement BETWEEN HAMPTON BOARD OF SELECTMEN AND THE UNION, regarding the Health Insurance plans offered by the Town.

The Health Trust chose to discontinue their Anthem BC3T5RDR-RX10/20/45 plan, effective December 31, 2024. The Town offered, and the Union agreed to accept, Health Trust's Open Access PPO (OA20) plan in its place, as contained in the current Collective Bargaining Agreement (CBA).

The Town recently learned that the Health Trust also offers an Open Access PPO plan with a \$5 co-pay (OA5), which would have been presented as the better alternate during negotiations had the Town been aware of its existence.

Therefore, the Town agrees to offer to the Union's members the option to choose the OA5 plan instead of the OA20 plan, in addition to the AB15IPDED- RX10/20/45 plan already offered in the CBA.

This Memorandum of Agreement is executed solely for the subject referenced in this Agreement without prejudice and does not constitute any precedence by either party. Both parties shall retain their full rights and privileges to any past or future practices under the full provisions of the Collective Bargaining Agreement.

for the Town of Hampton

10/24/24

Date

For the Union

10/24/24

Date