

COLLECTIVE BARGAINING AGREEMENT

by and between

TOWN OF HAMPTON

and the

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 633**

For the period

4/1/2012 to 3/31/2014

Effective date: 4/1/2012

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The Town of Hampton (hereinafter referred to as the "Town") and the International Brotherhood of Teamsters Local 633 (hereinafter referred to as the "Union") hereby agree as follows:

**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, Public Works Transfer Station/Recycling Coordinator, 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, 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.

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 of the provisions of 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 its 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 some 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.

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.

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. The Town shall pay such service fee to the union along with regular dues.

Section 3.

The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, marital status, age or disability. All such

claims under this Section shall be processed through the grievance procedure herein before taking action with state or federal agencies.

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 with 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 classified 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. Seniority shall terminate upon the occurrence of one of the following events:

- Retirement;
- Discharge;
- Resignation;
- Lay off for one (1) year;
- Absence due to illness or accident in excess of twelve (12) months; or
- Failure to return from lay-off within fourteen (14) calendar days of notification.

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 shall have force and 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 the order of their seniority beginning with the least senior in each job classification. It is understood that an employee retained must be qualified to perform the available work, or the least senior employee in the job classification shall not be laid off.

Section 2.

In the event of recall, employees shall be recalled in the reverse order of lay-off in each 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 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 a current 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 five (5) work days and 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 exceptional or emergency conditions the Town may require employees to work overtime and/or make assignments out of rotation as deemed necessary.

**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.

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 procedure.

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

**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) work days 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 three (3) days without calling the Department.
- F. Stealing.
- G. Commission of a felony.
- H. Dishonesty.
- I. Immoral conduct.
- J. Falsification of Records.
- K. Other serious offenses justifying discharge.
- L. Suspension(s) without pay totaling 15 or more days during a five-year period is just cause for immediate dismissal without further proof. Suspension(s) without pay totaling 20 or more days during a ten-year period is just cause for immediate dismissal without further proof.
- M. Failure to immediately report in writing violations of state or federal permit standards to the appropriate department head 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 upon 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 Employee's 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 reprimands, 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 reprimands, 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 of 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) work weeks 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

Or

Ward of the employee's home

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 Department Head.

**ARTICLE 15
PERSONAL DAYS**

All regular full-time employees who have completed their probationary period 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 in accordance with RSA 288:1 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
Independence Day	Christmas Day

In addition to the above, the Town will recognize the Day after Thanksgiving as a holiday. The total number of holidays granted in this section shall not exceed eleven (11).

Section 2.

If a regular full-time employee is required to work on a holiday, the employee will be paid 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 a 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.

**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 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 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, or as a witness on behalf of the Town, 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, except when appearing as a witness on behalf of the Town.

**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 in 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:

1. The course is approved in advance by the department head.
2. The course is related to the employee's job and/or is part of a career development program.
3. Budgeted funds are available in the tuition reimbursement account.
4. Reimbursement is for no more than four (4) courses per year per employee.
5. Reimbursement for fifty percent (50%) of course costs only upon completion of the course with a "C" grade or better and satisfactory proof of attainment.
6. The course has been submitted by August for approval of the Town Manager for courses to be taken in the subsequent year.
7. 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. All Teamster employees who have an educational degree in their job related fields are eligible to receive the educational incentive pay.

**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 minimum rate established by the State of New Hampshire.

Section 2.

The Assistant Building Inspector and the Deputy Assessor shall receive a mileage reimbursement based on actual mileage, at the prevailing IRS rate, for use of personal vehicles for Town business.

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	\$5.00 / day
Lunch	\$8.00 / day
Dinner	\$12.00 / 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 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 (1) 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) work days
- d. Notwithstanding the foregoing, employees employed by the Town prior to April 1, 2011, shall have the following additional vacation time:
 1. Sixteen (16) years through twenty (20) years of continuous service – twenty (20) workdays plus one (1) day for each year above fifteen (15) continuous years of service up to twenty-one (21) years.
 2. Twenty-one (21) years or more of continuous service – twenty five (25) work days.

Section 2.

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 a maximum 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, 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 one 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.

**ARTICLE 23
SICK LEAVE**

Section 1.

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.

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 have more than one thousand (1,000) hours accumulated on the effective date of this contract shall retain and be permitted to maintain their accumulated hours, but shall not exceed said accumulated hours.

Section 4.

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 5.

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 6.

- A) The Town shall create and maintain a Town Wide Sick Leave Bank to be used by all employees of the Town herein referred to as "The Bank".
- B) All employees covered by this agreement shall be allowed participation in The Bank and shall contribute 1 hour per month of their personal sick leave into The Bank.
- C) If there is a negative balance in The Bank, the number of hours to be contributed monthly per contributing employee shall be increased to the accelerated rate of four (4) hours per employee, per month, until the Sick Bank balance again becomes positive.
- D) In the month following the first month in which the Sick Bank has a positive balance of hours as a result of additional donations, the monthly contribution of each contributing employee shall drop back to one (1) hour per month, per employee unless and until the balance of hours in the Sick Bank again drops into a negative balance.
- E) At any point when the balance of hours in the Sick Bank hits the level of twelve hundred (-1,200) hours or higher in the negative, all grants of hours including those current shall stop until the deficit is less than twelve hundred (-1,200) hours in the negative.
- F) Any sick hours accrued by an employee while the employee is out of work and drawing hours from the Bank will be deposited into the Sick Bank.
- G) Bank Administration Board – A board shall be appointed to administer the Bank, which shall oversee the assignment and development of rules of the bank. It is understood that the very first order of business shall be to develop and place in writing rules surrounding an employee not maintaining a minimum 160 hour sick leave balance. The board shall consist of seven members, a singular member appointed from each union of the Town and a member representing the Town appointed by the Town Manager. Nothing contained here shall prevent this board from mutually presenting items and issues to the Town and the Collective Bargaining Units regarding any issue that may arise that is not addressed herein. It is implied that these issues can be addressed through memorandums of understanding and shall be affixed to the Agreement.
- H) Bank Review Panel – In addition to the Bank Administration Board, it is expressly understood that there shall be a thorough review done by a panel of twelve members, which shall be comprised of one (1) representative from each of the Town Unions appointed by the respective union and a management representative appointed by the Town Manager from Police, Fire, Public Works, Recreation, Town Office and the

Town Manager's Office. The sole purpose of this Board shall be to convene on or about April 1, 2005 for the purpose of examining the impact of the sick leave offset portion of the current work agreements for the past two years. This Panel shall return a written report no later than October 1, 2005 to the Town of Hampton and the respective Unions, which shall be available for discussions by the parties in the next Union negotiations.

- I) The Town shall keep records published to Union which shall include but not be limited to the total number of hours, the number of participants, any member participating in the bank, and other pertinent information which effects the bank. Should the bank run out of time then the Town will keep records of the negative balance and the monthly contributions will be posted against that negative balance.
- J) The bank shall be deemed fully funded when the total number of hours in the bank is ten thousand (10,000), at which time contributions to the Bank will cease. Contributions will resume as needed to maintain the 10,000 hours.
- K) There shall be no calculation made by the Town as to the value of each given hour in the Bank. Hours as needed shall be given to an employee regardless of that employee's hourly rate or time and one-half rate. An hour is an hour regardless of that employee's pay or benefits.
- L) Should a person leave the employment of the town and have an accrued sick leave balance that is not reimbursable to the employee then that balance shall be forwarded to the bank and increase the bank balance accordingly.
- M) Any new employee shall make their one hour per month contribution to the bank once they have accumulated a forty-hour (40) balance.
- N) Employees shall be entitled use of The Bank hours within the following guidelines and limits:
 - 1) The employee has an illness or injury that is not work related and has placed the employee out of work for a period of sick leave longer than one hundred sixty (160) hours.
 - 2) The employee has used one hundred sixty (160) hours of his or her own personal accumulated sick leave. At that time the employee will draw sick leave from the bank.
 - 3) In the event that an employee does not have one hundred sixty (160) hours then the employee shall draw their sick leave down to a negative balance, then the Bank will be activated provided all of their personal and vacation leave has been used.
 - 4) Each separate occurrence will require the employee to use one hundred sixty (160) hours of his or her own sick leave before time is withdrawn from the Bank.

- 5) At no time will an individual be expected to reimburse the bank for any time used from the bank other than the one (1) hour per month contribution.
- 6) Employees shall be allowed to use not more than one year of assets from the Bank after the 160 hours have been met. At the end of one (1) year if the employee is still sick then they may remain on leave using their current balance of their personal sick leave account as mentioned in Section 1 of this Article.
- 7) All contributions made to the Bank shall be the property of the Bank with no value assigned to individual employees with regard to contribution(s). Said property of the Bank is intended to be distributed to an employee who meets the aforementioned criteria.
- 8) Employees out on sick leave using Bank assets shall continue to accrue Sick Leave as referenced in Section 1. The one hour per month contribution shall continue to be contributed to the Bank as long as the employee accrues time. Any Sick hours accrued by an employee while the employee is out of work and drawing hours from the Bank will be deposited into the Sick Bank, as set forth in the Consent Decree.
- 9) Employees who have been out of work drawing hours from the Sick Bank, but return to work, will not be eligible to use further Sick Bank hours until their time back at work equals or exceeds the amount of time they received from the Bank during their latest time out of work.
- 10) There shall be lifetime (during the period of active employment with the Town) caps upon an employee's drawing of hours from the Sick Bank as follows: 0-10 years (meaning the completion of the 10th year) – 52 weeks; 11-20 years (meaning the completion of the 20th year) – 52 weeks; 21 + years – 52 weeks. These caps are cumulative and can be waived by the Sick Bank Board to address extraordinary circumstances.
- O) The value of the hours sold to the Town can be used to purchase one or more of the items listed below. The cost of the distribution option selected by the employee cannot exceed the dollar value of the sick leave hours being sold back to the Town. Election forms that list distribution options that exceed the value of the hours sold back will be returned to the employee for revision. Such employees will have seven calendar days to return the revised form to the Finance Department.
 - 1) An Employee shall have a balance of 400 Hours of sick leave accumulated by September 1st.
 - 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. 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.

- 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 life 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. In the case of Employees that have reached their cap, as outlined in Article entitled "Sick Leave", if no response is made by October 1st then the hour/dollar amount over the employees cap shall be turned into the Bank, and no action shall be taken. The employee's sick leave shall revert to the cap amount and a new calculation year shall begin.

ARTICLE 24 HEALTH INSURANCE

Section 1.

From April 1, 2012 through March 31, 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 for Matthew Thornton HMO MTB15IPDED-R3/15M\$1.

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 (85%) percent 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-R3/15M\$1 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 (75%) percent 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.

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 (70%) percent 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 paycheck 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-R3/15M\$1. 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.

Section 2.

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. \$500.00 if the employee is eligible to receive single coverage;
- b. \$750.00 if the employee is eligible to receive two-person coverage;
- c. \$1,000 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 3.

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 Appendix A.

See attached wage scale with a new 30-year step.

Effective April 1, 2012, the attached wage scale shall be increased by 1.0%

Effective April 1, 2013, the attached wage scale shall be increased by 1.0%

Wage of the Building Inspector Secretary shall be increased to \$16.75 per hour, effective April 1, 2012.

Section 2.

The Communication Specialist Supervisor and the Communication Specialists working the scheduled shift 4:00 PM to 12:00 AM shall receive an additional thirty cents (\$.30) 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 (\$1.00) per over their base rate of pay.

**ARTICLE 27
WORKERS' COMPENSATION**

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**

The Town of Hampton will provide three hundred dollars (\$300.00) per year to Police Department Communication Specialists, Animal Control Officer, and Custodian and Public Works personnel in this unit to purchase and maintain uniforms.

**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 while 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 use 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 of 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
SHOP STEWARD**

Section 1.

The Town agrees to recognize one (1) Shop Steward and two (2) Alternate Shop Stewards, who will serve in the absence of the regular shop steward. If a situation should arise which threatens to disrupt the workplace when the Shop Steward is on duty, the Town Manager or a designee will attempt to schedule times or meetings so as not to lessen departmental coverage. If a settlement cannot be reached, the Steward shall report it by telephone to the Union Business Agent. If the issue still cannot be settled, the Steward shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.

Section 2.

It is understood that time spent in grievance processing or investigation which is done by a Union Steward or member will be done either before or after working a regular shift, and will not be paid for.

**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 have 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 of the 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) work days of the alleged grievable occurrence. The Department Head shall hold an administrative hearing concerning the grievance within five (5) work days 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) work days 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) work day 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, provided however, that the aggrieved Employee and/or the Union sets forth the specific reasons for such appeal and the terms and conditions of this contract and the specific areas which the employee and/or the Union feel have been violated, as was presented to the Department Head. The Town Manager or designee shall hold an administrative hearing 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) work days from the close of the hearing.

Step 3: If the decision of the Town Manager is felt to be unsatisfactory, or if no decision has been rendered during the time period specified above, said employee and/or the Union may within five (5) work days appeal, in writing, the decision of the Town Manager to the Board of Selectmen.

Step 4: The Board of Selectmen shall hold a hearing at its earliest convenience and shall respond to the grievance in writing within ten (10) work days 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, 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 American Arbitration Association 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 American Arbitration Association, then applicable to voluntary labor Arbitration. Once Arbitration has been requested, the parties agree that if the Union so requests, a clarification meeting will be held with the Town Manager and the Business Agent to investigate one more time any avenues of settlement.

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 deduction 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 said grievance is not reported and/or processed within the time limits set forth in this Article, the matter shall be dismissed and no further action shall be taken with respect to such grievance.

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 over which the Town or its 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 to 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 I.C.M.A. System 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) work days 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) work days 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 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. 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 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 matter not referred to or covered in this Agreement, even though such subjects or matters may 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.

**ARTICLE 41
DRIVE LANGUAGE**

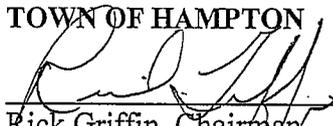
The Town of Hampton agrees to a D.R.I.V.E. check-off for employees of the Teamster Union. Upon written authorization by the employee, the Town of Hampton shall deduct certain amounts as specified by the employee on a weekly basis and remit same on a monthly basis to the Local Union's DRIVE account. The name of such fund is Granite State Teamster's Drive. Where laws require written authorization by the employee, same is to be furnished in the form required. No unlawful deductions shall be made.

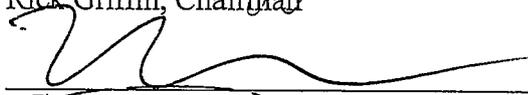
**ARTICLE 42
DURATION**

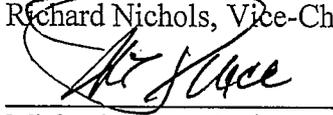
The provisions of this Agreement shall become effective when executed and in accordance with Article 39 (Expenditure of Public Funds) of this Agreement and shall continue and remain in full force and effect from April 1, 2012 until its expiration at midnight on March 31, 2014. Notification to begin negotiations for a successor Agreement shall be mailed to the Town by the Union prior to September 1, 2013.

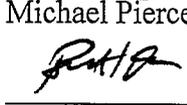
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their duly authorized officers and representatives, this 16 day of JULY, 2012.

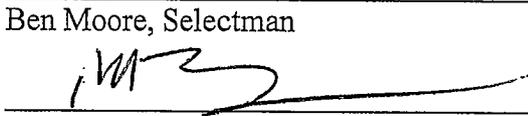
TOWN OF HAMPTON


Rick Griffin, Chairman

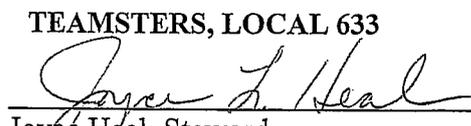

Richard Nichols, Vice-Chairman

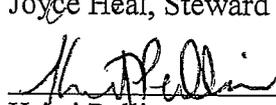

Michael Pierce, Selectman

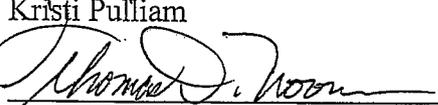

Ben Moore, Selectman

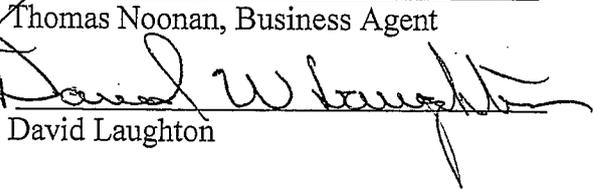

Philip Bean, Selectman

TEAMSTERS, LOCAL 633


Joyce Heal, Steward


Kristi Pulliam


Thomas Noonan, Business Agent


David Laughton