COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF SALEM, NEW HAMPSHIRE

AND THE

SALEM ADMINISTRATIVE AND TECHNICAL EMPLOYEES,

CHAPTER 7,
STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE, INC.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1984
CTW, CLC

April 1, 2012 to March 31, 2015

TABLE OF CONTENTS

PREAMBLE		3
ARTICLE I	Recognition	3
ARTICLE II	Management Rights	3
ARTICLE III	Employee Rights	4
ARTICLE IV	Union Representative	5
ARTICLE V	Consultation	6
ARTICLE VI	Grievance Procedure	6
ARTICLE VII	Health & Safety	8
ARTICLE VIII	Hours of Work	8
ARTICLE IX	Compensation	8
ARTICLE X	Overtime	9
ARTICLE XI	Insurance Benefits	10
ARTICLE XII	Holidays	13
ARTICLE XIII	Leave Benefits	14
ARTICLE XIV	Other Benefits	16
ARTICLE XV	Seniority	18
ARTICLE XVI	Filling of Vacancies	18
ARTICLE XVII	Employee Evaluations	18
ARTICLE XVIII	Lay Off and Recall	18
ARTICLE XIX	Disciplinary Actions	20
ARTICLE XX	Stability of the Contract	21
ARTICLE XXI	Duration	21
APPENDIX A	April 1, 2010 through March 31, 2011 Wage Schedule	23
APPENDIX B	Reserved	24
APPENDIX C	Reserved	24
APPENDIX D	Job Classification Grouping	25
APPENDIX E	Department Grouping	26

PREAMBLE

This Contract is jointly executed and entered into by the State Employees' Association of New Hampshire, Inc., Local 1984 of the Service Employees International Union, CTW, CLC, (hereinafter "Union") and the Town of Salem, New Hampshire, (hereinafter "Town"), who shall jointly be referred to as "the Parties."

ARTICLE I
Recognition

1.1 The Town recognizes the Union as the bargaining representative within the context of RSA 273-A, as amended, for all regular full time and regular part-time permanent employees in positions in the bargaining unit, as described in the certification issued by the New Hampshire Public Employees Labor Relations Board. Employees holding temporary positions are excluded from the bargaining unit. The bargaining unit consists of the following positions:

Administrative Assistant
Administrative Secretary
Clerk I
Clerk II
Clerk III
Deputy Assessor
Engineer-In-Training
GIS Project Leader
Inspectors
Payroll Coordinator
Programmer/Analyst
Purchasing Agent
Records Supervisor
Superintendent
Systems Administrator
Technician
Van Driver/Clerk

1.2 Newly hired employees serve a probationary period of six (6) months. This Contract does not apply to employees during their probationary period.

ARTICLE II
Management Rights

2.1 The Board of Selectmen, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable law, to direct and manage all of the prudential activities of the Town.
The Parties understand that neither the Board nor the Town Manager may lawfully delegate powers, discretion's and authorities which by law are vested in them, and this

Contract shall not be construed so as to limit or impair their respective statutory powers, discretion's and authorities.

ARTICLE III
Employee Rights

3.1 There will be no discrimination against unit employees because of race, sex, color, religion, national origin, political affiliation, age, handicap, marital status, or membership in or activity on behalf of the Union.

3.2 The Parties recognize the right of all unit employees to exercise the rights granted to them by RSA 273-A.

3.3 **Dues Deduction:**

3.3.1 Union members shall have the right to have Union dues deducted from their regular pay checks.

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

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

3.3.4 In the event that an employee's check is insufficient to deduct dues after all other required deduction shave been made, then no dues will be deducted or paid to the Union for that week.

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

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

3.4 Each member of the bargaining unit who, on the effective date of this Contract, is a member of the Union and each employee who becomes a member of the bargaining unit and the Union after that date, shall continue his/her membership in the Union during the duration of the Contract; provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Union anytime during the period from Sept. 19, 2010 through Sept. 28, 2011. Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Town harmless in any such dispute.

3.5 As a condition of employment, an individual who is not a member of the Union shall, beginning with the first pay period following completion of the initial probationary period,

have a service fee equal to eighty percent (80%) of the Union's dues deducted from the employee's regular pay check in lieu of dues to the extent permitted by the applicable law until January 1, 2011. Such service fee shall be paid by the Town to the Union along with regular dues.

After January 1, 2012, the Association shall annually calculate the amount of the fee based upon an audit of its books, and the fee will be effective on the first pay day after confirmation of the fee by both parties.

3.6 The Town shall provide reasonable space on bulletin boards in non-public areas of each work place for the exclusive use of the Union in communicating with employees in the bargaining unit.

3.7 The Town shall, upon request, furnish to the Union an alphabetical listing of the names and addresses of the employees in the bargaining unit along with their job title. The Union agrees to limit such requests to not more than twice per year.

3.8 The Union, or committees of the Union, shall be allowed to use the facilities of the Town for meetings when such facilities are available, outside of normal working hours, and with the permission of the Town Manager.

3.9 Staff representatives of the Union shall be allowed to visit the work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited.

3.10 The Town shall provide a copy of the Personnel Plan and a copy of this Contract to each employee at the time that such employee is hired into a bargaining unit position. The Association shall provide a copy of this Contract to each employee in the bargaining unit within two weeks of its effective date.

ARTICLE IV
Union Representative

4.1 The Town shall recognize the Steward duly authorized by the Union. The function of the Steward shall be to investigate process and settle grievances related to the enforcement of this Contract. The Union shall provide the Town with a notice designating the Steward and keep such notice current.

4.2 The Town shall authorize a reasonable amount of time during work hours without loss of time or pay to permit the Steward to carry out the aforesaid responsibilities. The Steward shall, prior to taking such time off, advise the Department Head or his/her designee.

4.3 The Town agrees to authorize up to three (3) days in each calendar year, without loss of time or pay, for the Steward, local officers, or other appropriate Union members, to attend Union training seminars and programs. The Union shall notify the Town as soon as possible in advance of the use of time under this section.

4.4 The parties agree that the Union negotiating team will be limited to not more than three (3) bargaining unit representatives.

ARTICLE V
Consultation

5.1 In the interest of fostering on-going communications, the Union Steward shall meet with the Town Manager, or his designee, at least once every three (3) months to discuss matters of mutual concern, including those matters necessary to the implementation of this Contract. A written agenda shall be submitted by both sides no less than five (5) calendar days before the scheduled date of the meeting. Additional matters of discussion may be placed on the agenda and such meetings shall be held on a more frequent basis if mutually agreed.

ARTICLE VI
Grievance Procedure

6.1 **Definition:** A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Contract.

6.2 A grievance, to be considered under this procedure, must be initiated in writing by the employee within ten (10) working days of its occurrence or from the time the employee knew or should have known of its occurrence.

6.3 Failure by the Town or its agents to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant in any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

6.4 No reprisals of any kind will be taken by the Town or Union against any party in interest or other participant in the grievance procedure.

6.5 **Procedure:**

6.5.1 **Step 1**: Any employee covered by this Contract who has a grievance shall first discuss it with his immediate supervisor in an attempt to resolve the matter mutually at that level. A decision shall be rendered within five (5) working days.

An individual employee may present an oral grievance to his/her employer without the intervention of the exclusive representative. Until the grievance is reduced to writing, the exclusive representative shall be excluded from a hearing if the employee so requests, but any resolution of the grievance shall not be inconsistent with the terms of an existing Contract between the parties.

6.5.2 **Step 2**: If the employee is not satisfied with the decision, he/she may appeal the decision to the Department Head within ten (10) working days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

a. The nature of the grievance, i.e., the specific provisions of the Contract which have been violated or misinterpreted or misapplied.

b. The injury and the loss which is claimed, i.e., the specific loss to the employee in pay or benefits.

c. The remedies sought.

d. Date of the alleged violation or misapplication.

The Department Head shall investigate the matter and communicate a decision in writing to the grievant within ten (10) working days from receipt of the written grievance.

6.5.3 **Step 3**: If the employee is not satisfied with the decision, he/she may appeal the grievance to the Town Manager in writing within ten (10) working days after receipt of the Department Head's decision. The Town Manager shall hold a hearing on the grievance within fifteen (15) working days of the written appeal and render a decision in writing within twenty (20) working days after the hearing.

6.5.4 **Step 4**: If the decision of the Town Manager does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Union notifies the Town Manager of such request within ten (10) working days of receipt by the Union of the Town Manager's decision. The following procedure shall be used to secure the services of an arbitrator.

a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) days following the date the request for arbitration was received by the Town Manager, the American Arbitration Association will be notified by either or both parties and requested to designate an Arbitrator under its rules.

b. Neither the Town nor the Union will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party.

c. The Arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall be bound by and must comply with all of the terms of this Contract. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this contract. The arbitrator may award a "make whole recommendation," but may apply no penalty payments.

d. The Town Manager, the aggrieved, and the Union shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing, or within thirty (30) days of the date closing briefs are due, whichever date shall be later.

e. The decision of the arbitrator shall be final and binding on the parties.

f. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne by the losing party.

For the purposes of this provision, the arbitrator must designate the losing party. The cost of the hearing room shall be borne equally by the Town and the Association. Any other expenses shall be paid by the party incurring same.

1.) The exception to this provision shall be with respect to arbitrations that result from grievances concerning adverse performance evaluations. The cost of any arbitration that was initiated due to such adverse performance evaluations, and all related expenses as set forth above, shall be borne equally by both parties and the arbitrator shall not be required to declare a losing party.

ARTICLE VII
Health & Safety

7.1 The Town Manager, or designee, shall have the right to make regulations regarding the health and safety of employees during their hours of work.

7.2 A seven (7) member Safety Committee shall meet at least once every ninety (90) day period to address safety-related issues. The Committee shall be comprised as follows:

a. The Town Manger or his designee
b. Three (3) members named by the Town Manager
c. Three (3) members named by the Union President

7.3 Employees agree to exercise proper care and to be responsible for all Town property issued or entrusted to them.

7.4 If the Town requires special safety clothing, it will be provided to those employees required to wear such clothing.

7.5 In the event clothing is issued, employees issued such clothing will be responsible for normal maintenance and cleaning of such clothing.

ARTICLE VIII
Hours of Work

8.1 Unit employees shall have two (2) fifteen (15) minute breaks reasonably spaced during each work day, as approved by the employee's immediate supervisor.

ARTICLE IX
Compensation

9.1 All bargaining unit employees shall be paid in accordance with the wage schedules set forth in Appendix A.

9.1.1 Effective April 1, 2012, the salary schedule for all bargaining unit employees shall be increased two (2%) percent, as set forth in Appendix A-1.

9.1.2 Effective April 1, 2013, the salary schedule for all bargaining unit employees shall be increased two and one-half (2.5%) percent, as set forth in Appendix A-2.

9.1.3 Effective April 1, 2014, the salary schedule for all bargaining unit employees shall be increased two and one-half (2.5%) percent, as set forth in Appendix A.

9.2 In cases where an employee is required to perform the duties and responsibilities of a higher paying classification for more than three (3) days, the employee shall be paid at the lowest step of the pay grade for the higher paying classification which represents at least a five percent (5%) increase in his/her rate of pay, beginning with the second day.

9.3 Bargaining unit employees shall advance one step along their pay grade each year on their anniversary date until they reach the maximum step on such grade.

a. The Town may withhold a step increase from a bargaining unit employee only in those instances where the bargaining unit employee has received a performance evaluation from their supervisor that assesses the employee's overall performance as being unsatisfactory;

1. In any instance where a step increase is withheld, the Town shall be responsible to identify those areas of performance that must be improved in order for the employee to achieve a "satisfactory" grade;

2. In any instance where a step increase is withheld, the Town shall be responsible for evaluating the employee no later than six (6) months from the date of the performance evaluation to review the employee's progress towards the benchmarks established in subsection "b", above.

3. At the time the employee's overall performance is judged as being satisfactory, then the Town shall grant the bargaining unit member the previously-withheld step increase.

b. Any performance evaluation that results in a step being withheld from a bargaining unit employee shall be subject to the grievance and arbitration procedure. As provided in Article 6.5.4, f, 1, herein, the cost of any arbitration that shall result from such a grievance shall be borne equally by the parties to this Agreement.

ARTICLE X
Overtime

10.1 For purposes of overtime computation, the regular work week for full time employees shall be thirty-seven and one-half (37½) hours, except for Public Works Superintendents and Engineering Technicians whose regular work week shall be forty (40) hours per week. Employees who work overtime (any hours beyond either the 37.5 hours per week or 40 hours per week as stated above) shall receive compensatory time off at the time and one-half rate. Use of compensatory time shall be by mutual agreement of the employee and the Town, and

employees will cooperate with Department Heads in planning the use of compensatory time in an effort to keep accrued compensatory time at reasonable levels.

10.1.1 If an employee has forty (40) or more hours of accrued compensatory time, he/she may require monetary payment for additional overtime on a case-by-case basis. However, such additional overtime paid to employees who work less than a forty hour basic work week shall be paid at the regular straight time rate for all such overtime hours which are less than forty in a work week. Thereafter, the additional overtime shall be paid at the time and one-half.

10.2 All time during which an employee is on pay status, as well as time out of work due to a work related illness or injury, shall be considered time worked for the purposes of computing overtime.

10.3 The Town shall give as much notice as practicable when overtime will be worked.

10.4 Any employee called back to work after leaving the work premises shall be guaranteed a minimum of not less than three hours compensatory time off at the overtime rate.

10.5 Upon termination of service for any reason, employees who have accrued compensatory time shall be paid for such compensatory time as follows.

10.6 For employees who work less than a forty hour basic work week, payment for accrued compensatory time shall be at the regular straight time rate for all such overtime hours which are less than forty in a given work week. Payment for compensatory time accrued for overtime hours in excess of forty (40) hours in a given work week shall be at the time-and one-half-rate.

10.7 For employees who work a forty hour basic work week, payment for accrued compensatory time shall be at the time-and-one-half rate.

ARTICLE XI
Insurance Benefits

11.1 Health Insurance

A. The Town shall provide to bargaining unit members and their dependents a choice of four (4) Anthem health care plans: Blue Choice New England, Blue Choice New Hampshire, Matthew Thornton (Anthem) HMO, and Matthew Thornton 15IPDED. (*See below for JY plan information.) Cost-sharing is as follows:

B.

	Town's cost:	Employee's cost:
• Blue Choice New England (POS)	85%	15%
• Blue Choice New Hampshire (POS)	90%	10%
• Matthew Thornton (HMO)	95%	5%
• Matthew Thornton 15IPDED	100%	0%

*The Town will discontinue offering the JY Plan and "grandfather" any individual in the plan as of November 1, 2006. For those grandfathered under the JY Plan, the cost sharing will remain 80% to be paid by the Town and 20% to be paid by the employee.

C. The Employee contribution for all health plans shall increase on each of the following dates by the designated percentage:

- April, 1 2012 – 2%
- January 1, 2013 – 1%
- January 1, 2014 – 1%
- January 1, 2015 – 1%

These increases shall apply to all health insurance plans and regardless of whether the health insurance carrier changes from Anthem to CIGNA, except for the J-Y plan or the CIGNA equivalent, which shall remain at the current cost sharing levels.

D. In the alternative to subparagraphs A and B, above, and provided that a substantial number of the other Town bargaining units agree to change the health insurance carrier from Anthem to CIGNA, the Town may change the health insurance carrier of this bargaining unit to CIGNA after April 1, 2012. The CIGNA health insurance coverage and plan design for each offered plan shall be equal to or better than the comparable Anthem plan. In such event, the Town shall provide to bargaining unit members and their dependents a choice of three (3) CIGNA health care plans: CIGNA Open Access Plus $5 Copay Plan, CIGNA Open Access Plus In-Network $5 Copay Plan, and CIGNA Open Access Plus In-Network $15 Copay Plan. (**See below for comparable JY plan information). Cost sharing is as follows:

E.	Town's cost:	Employee's cost:
CIGNA Open Access Plus $5 Copay Plan	85%	15%
CIGNA Open Access Plus In-Network $5 Copay Plan	95%	5%
CIGNA Open Access Plus In-Network $15 Copay Plan	100%	0%

**The Town will discontinue offering the JY Plan and "grandfather" any individual in the plan as of November 1, 2006. For those grandfathered under the JY Plan, the cost sharing will remain 80% to be paid by the Town and 20% to be paid by the employee. In the event of the above change in health insurance carrier, the provided CIGNA health insurance coverage and plan design offered to replace the J-Y plan shall be equal to or better than the J-Y plan. The CIGNA health care plan is the Open Access Plus Coinsurance Plan.

Any employee eligible for health insurance coverage who shall provide proof of other health insurance coverage shall receive an annual payment for non-participation in the health insurance program offered by the Town, as follows:

Commencing April 1, 2012 – $3,500
Commencing April 1, 2013 – $4,000

The annual payment shall be paid in weekly increments to the employee. The employee may resume coverage based upon a qualifying event.

11.2 The Town shall provide Northeast Delta Dental Insurance Plan A, B, C, D as is presently being provided (or equivalent) for employees and their dependents. For each employee, the

Town shall pay one hundred percent (100%) of the one-person premium, plus fifty percent (50%) of the difference between the one person premium and the two-person or three-or-more-person premium.

11.3 The Town shall provide each member of the Unit with a Short Term Disability policy which will provide 70% of base salary to a maximum of $415 per week for up to 36 months of non-work related disability, beginning 30 days after onset. During a non-work related disability, the employee must contribute to the New Hampshire Retirement System. The employee must submit a monthly check to the Town based on the compensation paid through the disability plan.

11.4 The Town shall provide life insurance for employees at no cost to the employees. The benefit level shall be equal to one times the employee's annual base wage rounded to the next highest thousand dollars and twice that amount in case of accidental death or dismemberment.

11.5 **Workers' Compensation:** The Town shall provide Workers' Compensation Insurance to employees.

11.5.1 The employee shall receive full pay for the first four (4) weeks of Workers' Compensation disability. During this time, the employee shall sign the Workers' Compensation check over to the Town.

11.5.2 From five (5) through fifty-two (52) weeks of disability the employee shall receive seventy-five percent (75%) of his/her gross base pay.

11.5.3 In the event that the employee is receiving a Workers' Compensation check, and that check is greater that seventy-five percent (75%) of gross base pay, the employee shall keep the entire check.

11.5.4 In the event that the Workers' Compensation check is less than seventy-five percent (75%) of gross base pay, the Town will issue a separate check of the difference between whatever is received and seventy-five percent (75%) of gross base pay. From this check, the town will make deductions approved by the employee.

11.5.5 The Town and the Workers' Compensation insurance carrier, retain the right to request updated medical information during the disability for which the Town or carrier is responsible to pay.

11.5.6 A Workers' Compensation claim, which results in lost time, must be supported by a doctor's statement outlining the nature of the disability, the prognosis for recovery, and the probable length of disability.

11.5.7 Prior to returning to work, the employee shall provide a doctor's statement clearing the employee to return to regular duties.

11.5.8 Employees shall not engage in alternate work while on a work-related absence.

11.5.9 Employees absent and covered by Workers' Compensation shall retain all benefits outlined in this Contract.

11.6 **Part Time Employee Benefits:**

11.6.1 Part time employees who work thirty (30) or more hours per week shall receive full benefits for:

- Dental Insurance
- Health Insurance
- Disability Insurance
- Life Insurance

Vacation, personal, holiday and sick leave benefits shall be equal to full time employee benefits, but pro-rated at the part time employee's length of work day.

Part time employees who work twenty (20) or more hours per week, but less than thirty (30) hours per week shall receive holiday, floating holiday and personal days on a pro-rated basis according to their hours actually worked and accrue 4 hours per month vacation time. Part-time employees who work twenty (20) or more hours per week but less than thirty (30) hours per week, are not eligible for retirement, and are not eligible to receive disability, dental or life insurance benefits. If they elect to participate in the health insurance plan, they shall do so at their own expense.

11.7 **Section 125:**

The Town shall provide a procedure to allow employees to make payroll deductions on a pre-tax basis for health insurance and dental insurance premium contributions, allowable medical expenses and allowable dependent care expenses, as permitted by the Federal IRS Code Section

11.8 **Flexible Spending and Dependant Care Accounts**

The Town of Salem, NH will offer to employees working at least 30 hours per week (i.e. permanent part-time) the opportunity to set up a Flexible Spending Account (FSA) and/or a Dependent Care Account (DCA) as allowed under IRS Section 125. See Human Resources for details and to enroll.

ARTICLE XII
Holidays

12.1 Employees shall receive the following holidays:

New Year's Day	Labor Day
President's Day	Columbus Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
One Floating Holiday	Day after Thanksgiving

Christmas Day

12.2 Employees required to work on a holiday shall be paid for the holiday and in addition shall receive compensatory time off at the overtime rate for all time worked. Use of compensatory time shall be by mutual agreement between the employee and the Town.

12.3 Employees shall forfeit holiday pay in the event the employee is absent without authorization on the last work day prior to the holiday or the first work day following the holiday.

12.4 In order to even out employee work loads at the Police Department and Fire Department, employees may be permitted to propose and work flexible holiday work schedules at the discretion of the Department Head, which discretion may not be exercised in an arbitrary, capricious, or discriminatory manner.

12.5 Use of the Floating holiday is subject to the procedure set forth in Section 13.3 hereof governing the use of personal leave days.

ARTICLE XIII
Leave Benefits

13.1 **Vacations:**

13.1.1 Employees earn vacation leave on a monthly basis as outlined below. No employee shall be entitled to use vacation leave until completing six (6) months of service.

First through fifth years of service -
.833 days per month (10 days/yr)

Sixth through tenth years of service -
1.25 days per month (15 days/yr)

Eleventh and higher years of service -
1.66 days per month (20 days/yr)

However, for employees who have 15 or more years of service with the Town as of April 1, 2012, those employees shall continue to be eligible for the 25 days per year annual accrual rate.

13.1.2 Employees who have transferred into a bargaining unit position from a non-bargaining unit position within the Town, shall be credited with previously accrued vacation leave, and shall be entitled to use all of their unbroken service with the Town in accruing vacation leave.

13.1.3 Vacation leave may not accrue above a maximum level of one and one-half (1½) times the employee's current annual accrual without prior approval.

13.1.4 Departmental seniority shall be used to resolve conflicts in vacation use, but the Town shall make every reasonable effort to allow employees to use vacation time as they wish, subject to reasonable staffing requirements.

13.1.5 Employees who work less than thirty (30) hours per week shall choose their vacations by length of service after full time employees have chosen their vacations.

13.1.6 Employees may receive vacation pay before leaving for vacation provided that notice is given at least two (2) weeks prior to the date of the payroll in which the vacation pay will be paid.

13.1.7 All outstanding vacation leave shall be paid to employees on their separation from service.

13.2 **Sick Leave:**

13.2.1 The sick leave rate of monthly accrual shall be one and one-quarter (1 ¼) days per month. The employee's sick leave balance shall be reduced by the actual time of the absence, rounded to the nearest quarter hour, when sick leave is used.

13.2.2 Sick leave shall begin to accrue as of the employee's date of hire, but may not be taken until the employee has completed probation. Employees on sick leave compensation may not do part time or full time work for another employer. A doctor's certificate may be required, at the discretion of the Department Head for reasonable cause, for any sick leave absence. A certificate from a doctor may be required for any absence in excess of four (4) successive work days.

13.2.3 Sick leave will be accumulated if not used, but the total accumulation shall not exceed seventy-two (72) days, except as provided in 13.2.5 below. Sick leave will not be allowed for any day on which an employee would not have otherwise worked. Employees who have transferred into the bargaining unit from another Town position shall be credited with previously accrued sick leave, which shall count toward the seventy-two (72) day maximum accumulation permitted.

13.2.4 Upon retirement, including disability retirement, or upon terminating employment voluntarily after seven (7) years of employment, employees will be paid for all unused sick leave at a rate of one day for every one.

13.2.5 An employee reaching the maximum earned sick leave credit of seventy-two (72) days at the rate of one day for every two (2) days of sick days earned which, if credited, would be in excess of the seventy-two (72) day maximum accrual. Determination of this benefit will be made as of December 31 and will be paid prior to March 1 the following year.

13.3 **Personal Leave:** Employees shall have three (3) personal leave days for their use during each calendar year. Employees may use this leave at any time for personal reasons, but employees are expected to provide as much advance notice as possible given the circumstances. Personal leave requests will be made to the Department Head, or designee.

13.4 **Bereavement Leave:**

13.4.1 In case of death in the employee's immediate family, all employees may be granted leave of absence with pay, not to exceed three (3) days. Leave must be taken within seven (7) calendar days of death. "Immediate family" is defined as spouse, child or adopted child, brother or sister, brother or sister-in-law, parent or parent-in-law, son or daughter-in-law, grandparent, grandchild, aunt, uncle. A relative residing in the same house hold may, for the purpose of this section, be considered as part of the immediate family.

13.4.2 In extenuating circumstances, the Town Manager may extend the paid bereavement leave.

13.5 **Military Leave:**

13.5.1 Military leave of absence, without pay, shall be granted to any employee called to active duty with the State or Federal forces for a temporary tour of duty, other than the routine annual training period. Employees must submit their orders in order to be eligible for this benefit.

13.5.2 Military leave for annual training period shall be granted with pay. Earned vacation shall not be charged for such training period. Employees must submit their orders in order to be eligible for this benefit.

13.6 **Leaves of Absence**: Employees may, with the approval of the Town Manager, be granted a leave of absence of up to (6) months. Such leave shall be without pay or other benefits and shall not count as service to the Town, provided however, it shall count in determining the employee's seniority. The granting or refusal of such leave shall not be subject to the provisions of the grievance procedure.

13.7 **Jury Duty:** Upon verification of service, employees who perform jury duty in any court shall be paid their regular pay less jury pay. Earned vacation shall not be charged for such services.

ARTICLE XIV
Other Benefits

14.1 **Travel:**

14.1.1 Any unit employee who is required to use his/her personal vehicle for Town business shall be paid for all miles driven at the rate allowed for federal tax purposes.

14.1.2 Employees who are required to attend a business related meeting, conference, or convention shall be reimbursed the reasonable cost of meals, gratuities, lodging and tolls upon presentation of receipts. Meal allowances shall not exceed:

breakfast - $7.00
lunch - $8.00
dinner - $15.00

or such higher rates as may be approved by the Town.

14.2 **Clothing and Uniforms:**

14.2.1 Employees in the following job classes shall receive a clothing allowance of three hundred dollars ($300.00) annually:

- Street and Shop Superintendent
- Utilities Superintendent
- Parks and Properties Superintendent
- Recreation Department Program Coordinator

14.2.2 Employees who are required to work outdoors in inclement weather shall have access to rain gear and boots.

14.2.3 Civilian Police and Fire Department employees who are required to wear a uniform shall receive a uniform allowance of three hundred twenty-five dollars ($325.00) per year.

14.2.4 Uniform and clothing allowances shall be paid on, or before April 1 of each year.

14.3 **Educational Reimbursement:**

14.3.1 Employees shall be reimbursed for the cost of tuition, fees and books for job-related course(s) taken at their own initiative which satisfy the following requirements.

14.3.2 Employees must make the request prior to registering for the course. The request shall be submitted to the Department Head outlining: institution offering the course; course content; cost; benefit to the employee and the Town.

14.3.3 Notification of approval or denial shall be made to the employee within ten (days) of the request. In cases of denial, the employee shall also be notified of the reason for denial.

14.3.4 In order to receive reimbursement, the employee must submit documentation of achieving a passing grade of "C" or better and a receipt for the costs of the course.

If a unit member terminates his/her service within one (1) year after receiving an educational reimbursement, he/she will reimburse the Town for course(s) taken from one (1) year prior to termination to the date of said termination.

14.3.5 Requests shall be considered on a first come, first served basis. The Town shall not be obligated to expend more than the sum of $750 per employee nor more than the sum of $3,000 in total in any year of this contract for this program.

14.4 Any moneys payable upon the death of an employee shall be paid to the employee's estate.

ARTICLE XV
Seniority

15.1 Employees who have successfully completed their probationary period shall earn seniority from their most recent date of employment with the Town in a bargaining unit position in which the employee works thirty (30) or more hours per week. Employees who work less than thirty (30) hours per week do not earn seniority.

15.2 The Town shall establish and maintain a seniority list which shall be subject to amendment from time to time as circumstances warrant. Employees who work thirty (30) or more hours per week shall be listed by length of service in a bargaining unit position in decreasing order.

15.3 Employees with standing on the seniority list, whose hours are reduced to less than thirty (30) per week, shall retain status and ranking on the list.

ARTICLE XVI
Filling of Vacancies

16.1 All available positions shall be posted on employee bulletin boards for a period of at least seven (7) work days. The posting shall include: the current position description; wage or salary range; shift assignment; minimum qualifications; closing date for application.

16.2 The Town reserves the right to fill vacant positions with applicants from outside of the bargaining unit. When two or more applicants appear equally qualified, members of the bargaining unit shall be given preference. When two or more applicants from the bargaining unit appear equally qualified, the employee having the greater seniority shall be given preference.

ARTICLE XVII
Employee Evaluations

17.1 All employees shall be evaluated at least once annually. Such evaluations shall be completed during the thirty (30) day period following the employee's anniversary of employment. The purpose of the evaluation is to monitor the employee's performance and to make the employee aware of his/her strengths and weaknesses.

17.2 Employees shall have the opportunity to review and comment on evaluations.

17.3 The employee's anniversary date is defined as the date of most recent appointment to Town service, except for pay and evaluation purposes when it shall be defined as the date of appointment to the position currently held.

ARTICLE XVIII
Lay-off and Recall

18.1 **Definitions**:

Type I employee:	a bargaining unit employee who works 37.5 hours or more per week.
Type I-A employee:	a Type I or Type II employee who works less than 30 hours per week by virtue of an involuntary reduction in his/her basic work week.
Type II employee:	a bargaining unit employee who works 30 hours or more but less than 37.5 hours per week.
Type III employee:	a bargaining unit employee who works less than 30 hours per week.

Type I, Type I-A and Type II employees earn seniority according to 15.1 hereof; Type III employees do not earn seniority.

18.2 Should the Town reduce the number of employees in any classification, lay-offs will be made on the basis of seniority within Job Classification Grouping and Department Grouping as set forth in Appendix D and Appendix E.

Layoffs of Type I, Type I-A, and Type II employees shall be by seniority. Type III employees may be laid off as the Town sees fit.

18.3 In cases of lay-off, an employee may bump, within his/her Department Grouping as defined below, into another position in the same Job Classification Grouping within the Department Grouping occupied by a less senior employee, or, if there are no junior employees in the Job Classification Grouping within the Department Grouping, into any other equal or lower paying Job Classification Grouping within the Department Grouping for which he or she is qualified. Bumping between Department Groupings is not allowed, except for employees with three or more years of service to whom no equal job classification would otherwise be available. Such employees may bump into any equal or lower paying Job Classification Grouping in any Department Grouping.

Type I, Type I-A and Type II employees shall have bumping rights. Type III employees do not have bumping rights.

If a recall occurs, employees shall return to their prior positions, provided those positions are being refilled. If those positions are not being refilled, employees shall be recalled to other vacant positions for which they are qualified.

18.4 Laid off employees shall have recall rights for two (2) years from the date of layoff. In order to be eligible, employees must file a mailing address with the Town to which a recall notice may be sent and must accept the recall within two (2) weeks of the notice.

Any employee who rejects an offer of recall to a position of equal or greater pay than his/her original position shall lose all further rights to recall and shall be considered to have voluntarily terminated employment.

Type I, Type I-A, and Type II employees shall have rights to recall, in the reverse order of their layoff, to bargaining unit positions for which they are qualified. If a Type I, Type I-A and Type II employee accepts recall to a bargaining unit position of a lesser pay status than

the one from which he/she was laid off, he/she shall continue to be offered recall to other positions, as they become available, until regaining his/her original pay status.

18.5 When an employee is recalled to employment, seniority shall be restored and the time of the layoff shall not be considered time in service. The employee shall be returned to his/her appropriate pay and benefit status, except that any benefits paid at the time of the layoff shall not be paid again. And provided however, that such pay and benefits shall not exceed those called for under this Contract at the time of rehire.

18.6 Any reduction in the current established work hours of Unit employees to less than thirty (30) hours per week will be considered a lay off for the purpose of Article XVIII.

ARTICLE XIX
Disciplinary Actions

19.1 Discipline may be initiated for infractions based on just cause.

19.2.1 Discipline will normally be initiated in a progressive manner according to the following steps. Depending on the nature of the offense, discipline may be initiated at the appropriate level.

19.2.2 **Verbal Warning:** The immediate supervisor shall issue a verbal warning as soon as possible. The supervisor shall notify the employee of the nature of the infraction and will offer remedial suggestions. No formal record will be made of verbal warnings.

19.2.3 **Written Warning:** The Department Head shall issue a written warning within ten (10) working days of knowledge of the infraction. The warning will outline the nature of the infraction and will offer remedial suggestions. A copy of the warning will be placed in the employee's personnel file and shall be expunged, per the employee's request, in the event that the employee has not been otherwise disciplined within two (2) year of the warning.

19.2.3 **Suspension:** The Department Head shall recommend to the Town Manager that the employee be suspended, without pay. The recommendation shall be made in writing, with a copy forwarded to the employee and to the employee's personnel file within fifteen (15) work days of knowledge of the infraction. The Town Manager will meet with the employee and the Department Head within ten (10) work days of receipt of the recommendation and will render a decision within ten (10) work days of the meeting.

19.2.4 Suspensions with pay shall be considered to be administrative actions only, and shall in no way reflect negatively on the employee's status, work record, or access to the rights and benefits of this Contract.

19.2.5 **Termination:** The Department Head shall recommend to the Town Manager that the employee be terminated. The recommendation shall be made in writing, with a copy forwarded to the employee and the employee's personnel file, within twenty (20) work days of knowledge of the infraction. The Town Manager will meet with the employee and

Department Head within ten (10) work days of receipt of the recommendation and will render a decision within ten (10) work days of that meeting.

19.3 The time frames associated with suspension or termination may be extended in cases where additional time is needed to adequately investigate the infraction. The employee shall be notified of the extended time frame.

19.4 Disciplinary actions shall be undertaken in a polite, open, honest and private environment so as not to involve unconcerned individuals directly or indirectly.

ARTICLE XX
Stability of the Contract

20.1 **Separability Clause:** In the event any provision of this Contract in whole or in part is declared to be illegal, void, or invalid by any court of competent jurisdiction, or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this Contract shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Contract, and in such event, the remainder of the Contract shall continue to be binding upon the Parties hereto.

If any portion of this Contract is declared illegal, void, or invalid, the Parties shall enter into negotiations in a timely manner for the purpose of correcting such specific portions of the contract as were ruled to be illegal, void, or invalid.

20.2 **Waiver Clause:** Waiver by either party of the other's non-performance or violation of any term or condition of this Contract shall not constitute a waiver of any other non-performance or violation of that term or condition, or of any other term of this Contract, or of the same or other non-performance or violation in the future.

ARTICLE XXI
Duration

21.1 This Contract shall remain in full force and effect from April 1, 2012 through March 31, 2015 or until replaced by a successor agreement, whichever is later.

21.2 The moneys needed to fund this Agreement in each year of its term must be appropriated at the 2012 Annual Town Meeting, duly warned for that purpose. The intent of the parties is to "Sanbornize" this Agreement. Should ~~an~~ the 2012 Annual Town Meeting fail to appropriate all of the moneys necessary to fund this Agreement in all years of its term, then and in that event, this Agreement shall be null and void, the prior collective bargaining agreement shall remain in full force and effect until replaced by a successor agreement, and either party may reopen negotiations on all or part of the Agreement.

IN WITNESS WHEREOF, the parities here to by their authorized representatives have executed this Agreement on this 21st day of ~~April~~ May 2012.

FOR THE UNION

Michael DiBartolomeo
SEA Chapter President

Karen Bryant
Negotiating Team Member

Pamela Rochon Russell
Negotiating Team Member

Christopher Long
Field Representative/Negotiator

FOR THE TOWN OF SALEM

Keith Hickey
Town Manager

Appendix A-1 SEA Wage Schedule
Commencing April 1, 2012

Non Full-Time Schedule

	Start	Step A	Step B	Step C
LG 1	28,758	29,616	30,474	31,425
LG 2	32,757	33,709	34,663	35,613
LG 3	34,282	35,614	36,758	37,901
LG 4	38,851	40,757	42,659	44,755
LG 5	42,474	45,326	48,184	51,139
LG 6	51,422	54,656	58,086	61,325
LG 7	63,136	67,802	72,560	77,327

Hourly rates based on 37.50 hours per week.

Full-Time Schedule

LG 1	29,969	30,860	31,753	32,744
LG 2	34,132	35,124	36,118	37,110
LG 3	35,723	37,110	38,302	39,493
LG 4	40,482	42,469	44,451	46,633
LG 5	44,258	47,229	50,207	53,287
LG 6	53,581	56,953	60,525	63,901
LG 7	65,788	70,651	75,608	80,575

Appendix A-2 SEA Wage Schedule
Commencing April 1, 2013

Non Full-Time Schedule

	Start	Step A	Step B	Step C
LG 1	29,477	30,356	31,235	32,211
LG 2	33,576	34,552	35,529	36,504
LG 3	35,139	36,505	37,677	38,849
LG 4	39,822	41,776	43,726	45,873
LG 5	43,536	46,459	49,388	52,417
LG 6	52,708	56,022	59,538	62,859
LG 7	64,714	69,498	74,374	79,260

Hourly rates based on 37.50 hours per week.

Full-Time Schedule

LG 1	30,718	31,632	32,546	33,563
LG 2	34,986	36,002	37,021	38,037
LG 3	36,617	38,037	39,260	40,481
LG 4	41,494	43,530	45,562	47,799
LG 5	45,364	48,410	51,463	54,619
LG 6	54,920	58,377	62,038	65,498
LG 7	67,433	72,418	77,498	82,589

Appendix A-3 SEA Wage Schedule
Commencing April 1, 2014

Non Full-Time Schedule

	Start	Step A	Step B	Step C
LG 1	30,214	31,115	32,016	33,016
LG 2	34,416	35,415	36,417	37,416
LG 3	36,018	37,417	38,619	39,820
LG 4	40,818	42,820	44,819	47,020
LG 5	44,624	47,620	50,623	53,728
LG 6	54,026	57,423	61,027	64,430
LG 7	66,332	71,235	76,233	81,242

Hourly rates based on 37.50 hours per week.

Full-Time Schedule

LG 1	31,486	32,422	33,360	34,402
LG 2	35,860	36,902	37,947	38,988
LG 3	37,532	38,988	40,241	41,493
LG 4	42,531	44,619	46,701	48,994
LG 5	46,498	49,620	52,749	55,984
LG 6	56,293	59,836	63,589	67,136
LG 7	69,118	74,228	79,435	84,654

APPENDIX B **(RESERVED – NO CONTENT AT THIS TIME)**

APPENDIX C **(RESERVED – NO CONTENT AT THIS TIME)**

APPENDIX D

Job Classification Grouping

GROUP #1	**Payroll Coordinator**
GROUP #2	**Accounts Payable Clerk** **Accounts Receivable Clerk** **Utilities Clerk**
GROUP #3	**Assistant Finance Director**
GROUP #4	**Deputy Assessor**
GROUP #5	**Recreation Coordinator** **Seniors Coordinator**
GROUP #6	**Administrative Secretary**
GROUP #7	**Assistant Planner**
GROUP #8	**Clerk I**
GROUP #9	**Clerk II**
GROUP #10	**Clerk III**
GROUP #11	**Chief Probation Officer**
GROUP #12	**Custodian**
GROUP #13	**Inspectors**
GROUP #14	**Programmer/Analyst**
GROUP #15	**Purchasing Coordinator**
GROUP #16	**Superintendent**
GROUP #17	**Technician**
GROUP #18	**Van Driver**
GROUP #19	**Youth Coordinator**

APPENDIX E

Department Grouping

GROUP #1	**Assessing Department** **Tax Collector's Office** **Town Clerk's Office** **Position(s) shared jointly by the Tax Collector Office & Town Clerk Office** **Legal Department** **Switchboard Operations**
GROUP #2	**Finance Department** **Computer Services Department**
GROUP #3	**Probation Department**
GROUP #4	**Police Department** **Fire Department**
GROUP #5	**Engineering Department** **Inspections Department** **Planning Department**
GROUP #6	**Public Works Department**
GROUP #7	**Recreation Department** **Senior Services Department**