COLLECTIVE BARGAINING AGREEMENT ("CBA")

BETWEEN THE

TOWN OF SALEM, NEW HAMPSHIRE ("TOWN")

AND

LOCAL #1801, AMERCIAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES ("UNION")

EFFECTIVE DATES

MAY 16, 2011

TO

MARCH 31, 2012

The last CBA between the parties with the effective date of April 1, 2009 to March 31, 2010 shall remain in full force and effect from May 16, 2011 to March 31, 2012, with the following amendments:

1. The Town shall provide an open enrollment for health benefits to Union members with Union participation, no later than July 31, 2011.

2. The Town will undertake a bidding process for health providers in the fall of 2011 to provide competitive products and pricing. The Union will participate in these discussions regarding the selection of health insurance carriers. The costs of the current health insurance plans will remain the same until November 30, 2011.

3. The Town will conduct an information session with Union members and the LGC representative on April 27, 2011. The purpose of this session will be to provide each Union member with a breakdown of costs for all health plans currently offered through the Town in order to determine whether savings can be realized by selecting an alternative plan. The selection of a different health plan is strictly voluntary and at the discretion of each member.

4. The parties will begin bargaining a successor agreement to this CBA as soon as practicable.

5. The position of Animal Control Officer is excluded from the bargaining unit per order of the PELRB effective January 4, 2011.

FOR AFSCME, LOCAL #1801

Joseph Maccarone
NH Coordinator for ASFCME #1801

James M. Pacheco Jr.
Chapter President

FOR THE TOWN OF SALEM

Keith Hickey
Town Manager

Dated: 5/24/11

4820-4070-4009, v. 1

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1801-008

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EFFECTIVE DATES

APRIL 1, 2009

TO

MARCH 31, 2010

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Original

8-26-09

received Signature

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ARTICLE 1

PREAMBLE

Agreement effective this first day of April 2009 by and between the Town of Salem, New Hampshire, acting by and through its Board of Selectmen, hereinafter called the "Town" and Local 1801 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the "Union."

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only by a written amendment signed by both parties to this agreement. During the terms of the agreement, neither party will be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in said agreement or with respect to any subject or matter not specifically covered by it. In reaching this agreement, the parties have considered all maters lawfully subject to collective bargaining.

ARTICLE 2

RECOGNITION

1. For the purpose of bargaining terms and conditions of employment as defined in RSA 273-A:1, XI, the Town recognizes the Union as the exclusive representative of all regular (those employees successfully completing their probation period) full-time (those employees who are regularly scheduled to work forty [40] hours per week) employees in the following positions in the department of Public Works:

H-1	Custodian
H-4	Chief Mechanic
H-3	Mechanic
H-4	Working Foreman
H-5	Working Foreman (on-call)
H-5	Distribution Foreman
H-5	Systems Foreman
H-5	Meter Foreman
H-3	Heavy Equipment Operator
H-2	Medium Equipment Operator
H-1	Light Equipment Operator
H-3	Maintenance Craftsman
H-3	Animal Control Officer
H-3	Certified Backflow Inspector
H-1	Construction/Maintenance Repair Person - I
H-3	Construction/Maintenance Repair Person -III
H-1	Water Treatment Plant Operator - I
H-2	Water Treatment Plant Operator - II
H-1	Meter Repair Technician
H-1	Meter Reader

2. The classifications listed in Section 1 of this Article are for descriptive purposes only and each has an assigned pay grade. Their use is neither an indication nor a guarantee that these classifications will continue to be utilized by the Town. All job description titles, for pay purposes, shall remain the same.

3. The Town for the life of this agreement agrees not to negotiate with any other employee organization or its representative on matters pertaining to the wages, hours, or conditions of employment for employees represented by the Union as stated in this Article.

4. The inclusion or exclusion in the bargaining unit of new classifications established by the Town shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the New Hampshire Public Employee Labor Relations Board for resolution.

ARTICLE 3

EXCLUSIONS

1. Excluded from this agreement are employees assigned to the following classifications:

   Public Works Director
   Operations Manager
   Utilities Manager
   Town Engineer
   Senior Engineer
   Engineering Technician
   Public Works Superintendent
   Utilities Superintendent
   Streets/Shop Superintendent
   Parks/Properties Superintendent
   Clerical Employees
   Chemist

2. The inclusion or exclusion in the bargaining unit of new classifications established by the Town shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the New Hampshire Public Employee Labor Relations Board for resolution.

3. The exclusion of members from the bargaining unit for the purpose of assuming confidential status shall be preceded by discussion with the Union.

ARTICLE 4

MANAGEMENT RIGHTS

1. The Town, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, to direct and manage all activities of the Town.

2. The parties understand that neither the Board of Selectmen nor the Town Manager may lawfully delegate powers, discretions, and authorities which by law are vested in them and this agreement shall not be construed so to limit or impair their respective statutory powers, discretions, and authorities.

ARTICLE 5

MAINTENANCE OF MEMBERSHIP

1. Each member of the bargaining unit who, on the effective date of this agreement, 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 this agreement; however, an employee may at his/her discretion and in writing, withdraw his/her membership from the Union anytime within ten (10) calendar days prior to the anniversary date thereafter.

2. 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. The Union shall post notices of the provisions of Section 1 as set forth above on all departmental bulletin boards twenty (20) calendar days prior to the anniversary date.

ARTICLE 6

POLITICAL FREEDOM

1. All bargaining unit members shall have the right to political freedom and shall have the right to belong to a political party of his/her choice.

2. An employee shall have the right to run for and hold any political office that would not cause a conflict of interest.

3. An employee shall not engage in political activities while on duty for the Town.

ARTICLE 7

DUES DEDUCTION

1. Upon individually written authorization by a bargaining unit member, which is approved by the Union president/Chapter Chairperson, the Town agrees to deduct from the pay of each member the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made each pay period provided, however, that if any employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, no collection will be made from said employee for that pay period. The Town shall send the amount so deducted at least one time per month to the Treasurer of the Union. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

2. The Town shall provide an itemized statement to the Treasurer of the Union, containing a list of all employees who have paid said dues for the month and the amount deducted.

3. Members of the Unit who elect not to join the Union shall make monthly payment to the Union in the amount of ninety percent (90%) of the deduction described in Section 1 of this article. The method of deduction and hold harmless provisions of Section 1 of this article shall be applicable to this Section.

ARTICLE 8

SICK LEAVE

1. Employees shall accrue sick leave at the rate of one (1) day per month with a maximum accrual of seventy-two (72) days.

2. The basis for accrual shall be the employee's date of employment with the department.

3. Employees, who on the effective date of this agreement have in excess of seventy-two (72) days of sick leave shall be allowed to use those excess days as outlined in this Article.

4. Disability which is not job-related and which exceeds 30 calendar days shall be covered by the Long Term Disability policy as outlined in the INSURANCE Article of this agreement.

5. Sick leave is a privilege rather than a right. The Town shall have the right at all times to investigate any sickness claimed by an employee at the town's expense. Medical opinions acceptable to the Town may be required prior to payment of the sick leave benefit. The Town shall pay for the cost of an employee's examination. Prior to being allowed to return to work after an absence of three (3) consecutive work days an employee shall submit a doctor's statement clearing the employee for return to his/her regular duties.

6. Sick leave shall be used for actual sickness or disability of the employee only.

7. One sick day per week shall be counted as hours worked when computing overtime.

8. Abuse of the sick leave benefits, as determined by the Public Works Director, shall be grounds for disciplinary action.

9. After completion of ten (10) years of service, upon voluntary separation from service or lay-off, employees will receive payment for unused sick leave at the rate of one (1) day for each remaining one (1) day.

10. Sick leave pay shall be based on the employee's current base rate of pay.

11. An employee reaching the maximum earned sick leave accumulation of seventy-two (72) days will be paid, annually, for the earned sick leave not used which is in excess of seventy - two (72) days, in the following manner:

    a. Payment of one (1) day per five (5) days earned but not used.
    b. Said calculation will be made as of December 31 of each year and payment will be made by March 1 of the following year.

12. Employees may designate a beneficiary for the purpose of receiving accrued sick leave in the event of the employee's death.

ARTICLE 9

JURY DUTY

1. An employee called as a Juror will be paid the difference between the compensation received for such service and the amount of straight time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor in order to process payment.

2. All time spent while serving on Jury Duty shall be counted as hours worked when computing overtime.

3. Employees who are excused for Jury Duty before noon will make every reasonable effort to return to work that day.

ARTICLE 10

VACATION LEAVE

1. Employees shall accrue vacation leave in accordance with the following schedule:

   a. Start, through completion of 5 years of service -
      2 weeks per year or 6.66 hours per month.

   b. Thereafter through completion of 10 years of service -
      3 weeks per year or 10 hours per month.

   c. Thereafter through completion of 19 years of service -
      4 weeks per year, or 13.33 hours per month.

   d. Thereafter through separation -
      5 weeks per year, or 16.66 hours per month.

2. Employees may accrue not more than one and one-half (1.5) times their annualized accrual as illustrated below:

   a. Start, through completion of 5 years of service -
      3.0 weeks, or 120 hours

   b. Thereafter through completion of 10 years of service -
      4.5 weeks, or 180 hours

   c. Thereafter through completion of 19 years of service -
      6.0 weeks, or 240 hours.

   d. Thereafter through separation -
      7.5 weeks, or 300 hours

   e. At no time shall an employee's total accrual exceed these amounts except when:
      1. An employee's request is canceled/refused by the Public Works Director or designee due to working conditions.

3. The basis for accrual shall be the employee's date of employment with the department.

4. Choice of vacation dates, shall be granted whenever practicable by the operating requirements of the Town as determined by the Public Works Director, or his designee, shall prevail. Vacation may be taken in full or half-day amounts with a 24-hour ADVANCE written notice. When more employees than can be spared request a particular period, preference will be in order of Department seniority provided the remaining employees are qualified to do the work.

5. Employees may be paid by separate check for advance vacation payment. Employees must request such payment at least one week in advance.

6. Employees shall receive cash payment for remaining vacation leave upon separation from service.

7. Vacation pay will be calculated on the employee's current base rate of pay and shall not exceed eight (8) hours per day.

8. Employees may designate a beneficiary for the purpose of receiving accrued vacation leave in the event of the employee's death.

9. An employee with ten (10) or more yeas of total service shall be given the ability to sell a maximum of one week (40) hours of accrued vacation leave back to the Town. The Employee shall notify the Town no later than November 15th of his or her desire to sell back this accrued time. Payment for such sold back time shall be in a separate check payable by the first pay period in December.

ARTICLE 11

BEREAVEMENT LEAVE

1. Bereavement leave of three (3) working days with pay between the date of death and the date of the funeral, inclusive, shall be granted an employee in the event of the death of his/her:

Spouse	Sister
Father	Brother
Mother	Child
Father-in-law	Mother-in-law

A blood relative or ward residing in the same household

2. Special leave of two (2) working days with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her:

Grandmother	Sister-in-law
Grandfather	Aunt
Grandchild	Uncle
Brother-in-law	Spouses' Grandparent(s)
Daughter-in-law	Son-in-law

3. Under extenuating circumstances, two (2) additional days with pay may be granted under Section 1 and 2 above, with the written approval of the Town Manager. Additional leave, over and above the two (2) days may be granted, with or without pay upon written approval of the Town Manager.

ARTICLE 12

HOLIDAYS

1. All unit members shall be paid eight (8) hours at their regular set time hourly rate on the holidays listed below:

New Year's Day	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

2. Excluding unit members assigned to the transfer station, whenever a holiday listed above falls on a Sunday it shall be observed on the next Monday. Excluding members assigned to the transfer station, whenever a holiday listed above falls on a Saturday it shall be observed on the preceding Friday.

3. Unit members assigned to the transfer station shall be paid for eight (8) hours at their regular set time hourly rate whenever a holiday listed above is observed on a day they are regularly scheduled to work. Whenever a holiday listed above is observed on a day they are not regularly scheduled to work they shall receive eight (8) hours of compensatory time.

4. All work performed on a holiday shall be at the rate of time and one-half over and above regular hours paid for the holiday, for all hours worked.

5. An employee shall be entitled to the holiday pay referred to in Section 4 of the article, if he/she works the day preceding and the day following the particular holiday, but not otherwise, except for an excused absence.

6. All hours paid on a holiday shall be counted as hours worked when computing overtime.

ARTICLE 12 A

PERSONAL LEAVE

1. Up to thirty-two (32) hours of non-accumulative leave of absence for each employee for personal matters that cannot be accomplished during the work day shall be granted per calendar year. Application forms must be completed prior to the commencement of leave. Personal leave will be approved after the fact provided the applications are submitted immediately upon return to work. Personal leave may not be taken in less than one (1) hour increments.

ARTICLE 13

UNION BUSINESS

1. The Union shall notify the Town of the names of employees who hold office within the Union.

2. With prior advanced notice to their supervisors, employees acting as representatives of the Union shall be given a reasonable opportunity to meet with the Town, or its designees, and union members during working hours without loss of compensation or benefits.

3. Employees elected as delegates to the New Hampshire Public Employees Council #93 Convention or the New Hampshire State Labor Council Convention shall be granted a leave of absence with no loss of pay, not to exceed two (2) working days per year. This leave of absence shall only be entitled to a maximum of two (2) Union members to attend the above mentioned Convention, and shall be paid upon receipt of verification of attendance.

4. The Town shall provide space for a bulletin board for the posting of Town and Union notices. The Department shall locate the bulletin board in a convenient place. No notices shall be posted in or around the Town property except on such board and then only after approval by the Public Works Director as being suitable for posting. No Union notice shall be posted unless it has been signed by the Union President/Chapter Chairperson.

5. Notices must relate to legitimate Union business, including but not limited to the announcement of meetings and the election of officers. The Union shall assume all costs incidental to the preparation of such notices. The privileges granted in this section shall not apply to notices that are partisan, political, or defamatory in nature.

ARTICLE 14

SAFETY

1. The Public Works Director, or designee, shall have the right to make regulations regarding the health and safety of employees during their hours of work.

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 Manager or designee
   b. Three (3) members named by the Public Works Director
   c. Three (3) members named by the Union President/Chapter Chairperson

3. The Union and its members agree to exercise proper care to be responsible for all Department property issued or entrusted to them.

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

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

ARTICLE 15

HOURS OF WORK

1. For payroll purposes only, the normal workweek shall consist of seven (7) consecutive days commencing at midnight Saturday.

2. The normal workweek shall be comprised of five (5) eight (8) hour days or four (4) ten (10) hour days within the workweek established in Section 1, hereof. To implement the four (4) day workweek the Town and Union must mutually agree to implement.

3. Except as provided in Article 19 hereof (SPECIAL EMERGENCY RATES) employees shall be paid time and one-half (1.5) as follows:

   a. Employees assigned to a 4 day 10 hours per day workweek shall be paid time and one-half for all hours worked in excess of 10 per day.
   b. Employees assigned to a 5 day 8 hours per day workweek shall be paid time and one-half for all hours worked in excess of 8 per day.
   c. All employees shall be paid at the time and one-half rate for all hours worked in excess of 40 per week.

4. Any person who has left their place of employ and is recalled to work prior to their next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half.

5. The regular work schedule will not be interrupted to avoid payment of overtime unless requested by the employee and approved by the Public Works Director or his designee.

6. Overtime work shall be assigned first on a rotating basis among all qualified employees by classification within the section of the division which normally performs the work. If the assignment cannot be filled by these employees, the assignment shall be made on a rotating basis from among other qualified employees within the section. If the assignment cannot be filled from the section which normally performs the work, the assignment shall be made from other qualified employees within the division on a rotating basis. If the overtime assignment cannot be filled from within the division which normally performs the work, then such assignment shall be made on a rotating basis from among qualified employees from outside the division. A rotation roster will be maintained in each division (Highway and Utilities), and will be posted in each division. The rotation roster will be updated weekly on Friday.

7. An employee offered overtime will be excused at his/her request provided authorized personnel are available and willing to meet the need and shall not be offered it again until his name comes up again in the rotation referred to in Section 6. A record of the overtime work will be furnished to the Union at its request.

8. Employees not included in the recognized bargaining units shall not perform work normally assigned to employees in the bargaining units to displace said employees.

9. No temporary employee will be assigned overtime until all regular employees have had the opportunity for such assignment and refused.

ARTICLE 16

EDUCATION INCENTIVE PROGRAM

1. The Town shall not be required to expend more than $3000.00 in total in any given fiscal year for this program.

2. In order to qualify for reimbursement, the member must secure prior approval from the Town Manager, and must successfully complete the course with a grade of "C" or better. Approval to take a course is on a first come first serve basis.

3. The department shall reimburse members of the unit for all cost of tuition and books up to $1000.00 per employee per year for taking job related courses or courses taken in conjunction with management or public works related degree programs.

4. Payment will be made upon submission of verification of completion of course work.

5. If a unit member terminates his/her employment within one (1) year after receiving any academic reimbursement, he/she will reimburse the Town for course (s) taken as stated in the "letter of commitment" which will be signed prior to course approval.

ARTICLE 17

TRAINING OPPORTUNITIES

1. With prior approval, the costs related to tuition, registration and transportation, whether personal or town provided which are directly associated with training for a bargaining unit member in order to maintain licenses as required by the employee's job description, exclusive of CDL, shall be paid for by the town.

2. Any licenses, exclusive of CDL, held by a bargaining unit member may be kept valid, at the town's expense, even if it is no longer a requirement in accordance with the employee's current job description.

3. Job training opportunities shall be posted on the department bulletin board with a copy provided to the Chapter Chair. Said posting shall describe the course including the hours of attendance, minimum qualification, application procedure and number of openings available.

4. Notice of available training opportunities will be posted.

5. The Department shall select employees to participate in training opportunities based on prior training, performance, ability, classification seniority, education and experience.

ARTICLE 18

EMERGENCY WORK

1. It shall be the duty of all able bodied employees to make them selves available during the course of emergencies. Deliberate refusal to work during such situations without adequate justification may result in disciplinary action.

2. When an employee responds to an emergency work situation and due to hours worked and/or physical exhaustion, is relieved from working the normal forty hour work schedule, and such employee is required to work on a Saturday then such Saturday work shall be paid at the overtime rate.

3. If an employee is called back from a previously approved vacation/personal/recuperation leave due to an emergency situation, all hours of work shall be paid at the time and one-half rate of pay until the employee returns to his/her regular work schedule.

4. In an emergency situation wherein an employee is required to work prior to the beginning of his regular shift, the Town shall reimburse the employee for a meal, not to exceed the sum of $10.00 for each continuous 4 hour period worked, excluding the employees regular hours worked. This means, for example, that an employee who is called in 2 hours prior to the beginning of his regular shift and works continuously for 6 hours beyond his regular shift shall be reimbursed $20.00, i.e. $10.00 for each continuous 4 hour period worked.

5. Emergencies shall only be determined by the Public Works Director, or his designee.

6. Employees who work continuously for twenty (20) hours of work are eligible for and may request the use of recuperation time, a minimum of four (4) hours. Said recuperation time will be paid at regular rate of pay and taken during regular work hours. Granting of recuperation time is at the sole discretion of the Public Works Director. Recuperation time must be utilized within seventy-two (72) hours of the completion of the twenty (20) hour event or it will not be granted. Each eligible employee is entitled to a maximum amount of recuperation time of twenty-four (24) hours per each contract year, April 1 through March 31.

7. Employees recuperation time utilized will be placed on the employees' paycheck for calculation purposes only.

ARTICLE 19

SPECIAL EMERGENCY RATES

1. Employees shall be paid double time and one-half (2.5) for all work performed in excess of sixteen (16) consecutive hours as authorized by the Public Works Director or designee(s).

2. If an employee leaves work at double time and one half rate, and is recalled to emergency work within a three (3) hour period he/she shall return to work at the double time and one half rate for a minimum of three (3) hours.

ARTICLE 20

STANDBY TIME

1. a. Employees shall receive a daily payment of one (1) hour of pay for each weekday he/she is required to standby.

   b. Employees are required to maintain communication with the Public Works Department during stand-by period(s).

   c. Employees shall receive a daily payment of one (1) hour of the time and one half rate of pay for each holiday and weekend day he/she is required to standby.

2. There will be no reduction in recall time or recall rate if an employee is called and reports to work while on standby.

3. The Town will provide a truck to those unit members assigned to weekly standby. Such vehicle shall be used for official business only.

4. The Town will provide pocket pagers and cellular phones to those unit members assigned to weekly standby.

ARTICLE 21

RATINGS

1. An employee may be temporarily assigned to the work of any position of the same or lower pay grade without change in pay. Upon cessation of such temporary assignment such employee shall be restored to his/her original position.

2. When an employee is temporarily assigned to work in a higher pay grade, he/she shall receive the pay rate of the higher grade while so assigned, but in no instance shall he/she receive less than one-half (½) hour's pay at the higher grade.

3. All upgrades shall first be offered to available qualified unit members from within the section the work is to be performed.

ARTICLE 22

CONTINUOUS TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

1. In the event an employee is temporarily promoted to a position in a higher classification, time in that position will be credited, if satisfactory, toward the completion of the probation period. In such a situation the position must become permanent, and the employee must have served on a continuous basis in the promotional position.

2. Temporary positions will be posted and awarded as provided in Section 1, 2, 3 of the ARTICLE 28, PROMOTIONS AND TRANSFERS.

ARTICLE 23

INSURANCE

1. Life Insurance - The Town agrees that it will provide to each member of the unit life insurance coverage with the following benefits:

   A. One year's base salary, the next highest thousand, to be paid upon non-work related non-accidental death.
   B. Two times one year's base salary, to the next highest thousand, should the death be accidental and non-work related.
   C. Three times one year's base salary, to the next highest thousand, should the death occur while the employee is on duty or to and from duty.

2. Long-Term Disability - The Town shall select a carrier and provide employees with coverage which may last up to three (3) years. The Town shall pay the entire cost of the premium. 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.

3. Health and Prescriptive: The Town will discontinue offering the JY Plan and "grandfather" any individual in the plan as of November 1, 2006 and the Town will share cost of health insurance, as follows:

	Town share	Employee Share
• Blue Choice New England	85%	15%
• Blue Choice New Hampshire	90%	10%
• Matthew Thornton (HMO)	95%	5%
• Matthew Thornton HMO-15PIDED	100%	0%

Employees who elect not to subscribe to a health insurance plan, for which they would be otherwise eligible, will be paid an annual stipend in consideration of said election. The stipend shall be in the sum of $2,000.00, or the actual savings to the Town, whichever is less, and shall be pro-rated for elections of less than a full year. In order to qualify for this payment the employee must: (a) provide the Town with satisfactory proof that he/she has equivalent medical insurance from another source and, (b) not be covered under a family or 2-person plan that is otherwise being paid for in full or in part by the Town or the Kelly Library. At the Town's option said payment shall be paid weekly or annually in arrears, and is made without prejudice to the Town's position that is not includable in the calculation of regular rate of pay under the FLSA.

4. Dental Insurance: Northeast Delta Dental, Plan ABCD. The Town shall pay 100% of the single person coverage and one-half of the difference between the two-person or family coverage. The employee shall pay the remainder of the coverage.

ARTICLE 24

WORKERS' COMPENSATION

Employees who are injured while in the service of the Town of Salem are eligible for Workers' Compensation benefits.

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

2. From five (5) through fifty-two (52) weeks of disability the employee shall receive 75% of his gross pay.

3. In the event that the employee is receiving a Workers' Compensation check, and that check is greater than 75% of his gross pay, the employee shall keep the entire check.

4. In the event that the Workers' Compensation check is less than 75% of gross pay, or no check is received, the Town will issue a separate check of the difference between whatever is received and 75% of gross pay. From this check, the Town will make deductions for F.I.T., and other voluntary deductions approved by the employee.

5. The Town, and its Workers' Compensation Carrier, retains the rights to request updated medical information during the disability for which the Town or Carrier is responsible to pay.

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

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

8. The Town will refer to the Workers' Compensation Carrier, for action, instances where an employee is engaged in alternate work while on a work-related injury/illness absence.

9. Employees absent and covered by Workers' Compensation shall not lose any benefits or privileges contained in this agreement.

ARTICLE 25

SENIORITY

1. There shall be four types of seniority:

   a. Department Seniority
   b. Classification Seniority
   c. Division Seniority
   d. Section Seniority

   Department Seniority shall relate to the time an employee has been continuously employed by the Department.

   Classification Seniority shall relate to the length of time an employee has been employed in a particular grade classification.

   Division Seniority shall relate to the time an employee has been continuously employed in the Division.

   Section Seniority shall relate to the time an employee has been continuously employed in the Section.

2. Department Seniority shall prevail in matters concerning lay-offs and rehiring. Qualified and available permanent employees shall be re-instated before new employees are hired; provided, however, all re-instatement rights cease after two (2) years from the date of lay-off.

3. Department Seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in Article 28 of this agreement.

4. No employee shall have the right to replace another employee in any classification by virtue of Department Seniority alone, except that, in the event of a permanent lack of work in any classification, those employees concerned in that classification shall be assigned to the next lower classification for which they are qualified and for which they have Department Seniority, with no reduction in hourly rate of pay. Displaced employees in those lower classifications shall have the same rights of reassignment as referred to in this Section 4.

5. Upon receiving a promotion an employee's name shall be entered at the bottom of that particular classification seniority list to which he/she has been promoted, regardless of his/her Department Seniority of other employees already in that job, until such time as other promotions are made into this classification. New promotions shall be entered at the bottom of that particular classification Seniority list concerned.

6. Until an employee has served the six (6) month initial probationary period, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause, and such discharge or lay-off shall not be subject to the grievance procedure.

7. An employee shall not forfeit seniority during absences cause by:

   a. Illness resulting in total temporary disability due to his/her regular work with the Department involved, certified by an affidavit from Worker's Compensation Carrier.
   b. Illness not the result of his/her misconduct, resulting in total temporary disability, certified to by a physician's affidavit every three months.
   c. Maternity leave will not affect the seniority of an employee.

8. An employee shall lose his/her seniority for, but not limited to the following reasons:

   a. If an employee is discharged and if such discharge is not overruled by an appropriate authority.
   b. If he/she resigns.

9. The employee's present classification seniority as of the effective date of this contract, shall be the only type of seniority considered for the purpose of establishing the classification seniority system called for in this Article. This classification seniority must have been continuous in nature to merit consideration under this section. The preparation and maintenance of the Classification Seniority Roster shall be the responsibility of the Town, approved by the Union, and is to be a part of this agreement. The seniority list to be drawn up and posted twice a year in January and July.

ARTICLE 26

DISCIPLINARY PROCEDURES

1. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken. Employees shall be granted the option to have a Union representative present at all levels of disciplinary action.

2. All suspensions and discharges must be stated in writing and the reasons stated and a copy given to the employee(s) and the Union, at the time of suspension or discharge.

3. Disciplinary actions will normally be taken in the following order:

   a. Verbal warning
   b. Written warning
   c. Suspension
   d. Discharge

   However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

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

5. Upon the employee's request, his personnel record will be cleared of written reprimands after a period of 15 months from the date of the reprimand provided there are no similar infractions committed during the intervening period.

6. Upon the employee's request, his personnel record will be cleared of suspension notices after a period of three (3) years from the date of suspension provided there are no similar infractions committed during the intervening period.

7. The following time limitations may be extended by mutual agreement of the parties. The alleged conduct leading to the disciplinary action must have occurred within six (6) months of initiating the action.

   a. VERBAL WARNING: A verbal warning will be issued by the ANY supervisor within ten (10) calendar days of the supervisor's knowledge of the event(s) on which the warning is based. The supervisor will advise the employee of the cause of the warning and will offer remedial suggestions.

   b. WRITTEN WARNING: A written warning will be issued to the employee by the Department Head, or his designee, within ten (10) calendar days of knowledge of the event on which the warning is based. The warning will include the nature of the offense and remedial suggestions. Copies of the warning will be forwarded to the Union president/Chapter Chairperson and employee's personnel file. The warning will be removed from the employee's file in the event that the offense does not recur within twelve (12) months from the date of the warning.

   c. SUSPENSION: The Department Head will recommend suspension, with or without pay, to the Town Manager within ten (10) calendar days of knowledge of the incident on which the recommendation is based. The recommendation will state the reason for the action and will include remedial suggestions. Copies of the recommendation will be forwarded to the employee, the Union president/Chapter Chairperson, and the employee's personnel file. The Town Manager will conduct a hearing on the matter within ten (10) calendar days of receipt of the recommendation and will render a written decision to the employee within ten (10) calendar days of the hearing. Copies of the decision will be forwarded to the Union president/Chapter Chairperson and the employee's personnel file.

   d. TERMINATION: The Department Head will recommend termination to the Town Manager within ten (10) calendar days of knowledge of the incident on which the recommendation is based. Copies of the recommendation will be forwarded to the employee, the Union president/Chapter Chairperson, and the employee's personnel file. The Town Manager will conduct a hearing on the matter within ten (10) calendar days of receipt of the recommendation and will render a written decision to the employee within ten (10) calendar days of the hearing. Copies of the decision will be forwarded to the Union president/Chapter Chairperson and the employee's personnel file.

ARTICLE 27

GRIEVANCE PROCEDURE

1. Definition

A grievance under this Article is defined as an alleged violation of any of the provisions of this agreement.

NOTE: An employee who has a "complaint" must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within ten (10) calendar days. It is anticipated that nearly all complaints can be resolved informally without grievance. An employee may be accompanied by a Union member at the time of presenting a complaint.

Each grievance at each step, must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this agreement allegedly violated, the relief requested, and the extent to which the grievant has sought an informal adjustment of the grievance.

2. Procedure

STEP ONE
An employee desiring to process a grievance must file a written statement of the grievance to the Department Head no later than ten (10) calendar days after the employee knew facts on which the grievance is based, and in no case more than six (6) months from the occurrence. The supervisor shall meet with the employee or his representative within ten (10) days following receipt of the notice and shall give a written decision within ten (10) calendar days thereafter.

STEP TWO
If the employee is not satisfied with the decision, he/she may file, within ten (10) calendar days following the decision, a written appeal with the Town Manager or designee setting forth the specific reasons why he/she believes the agreement is being violated by the Town action in question. Within ten (10) calendar days following receipt of the appeal, the Town Manager shall meet with the employee and shall issue a written decision on the matter within ten (10) calendar days thereafter.

STEP THREE
If the employee is not satisfied with the decision of the Town Manager, the Union may file, within thirty (30) calendar days following the receipt of the decision of the Town Manager or designee, a request for arbitration to the American Arbitration Association under its rules and regulations.

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

3. The cost of arbitration shall be borne by the losing party.

4. The foregoing time limitations may be extended by mutual agreement of the parties.

5. Failure of the grievant to abide by the time limits set out in this Article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Town. Failure of the Town or its representatives to provide a decision at any step of the procedure shall result in the grievance automatically progressing to the next step of the procedure.

ARTICLE 28

PROMOTIONS AND TRANSFERS

1. The Town reserves and shall have the right to make promotions and transfers of employees on the basis of qualifications, ability, and performance of duty as judged be the Public Works Director, but shall be governed by seniority where two or more applicants are determined to be the same. Applicants from within the Section in which the vacancy exists shall be given preference over other applicants from within the unit and priority between such applicants shall be determined by Section seniority. If there are no qualified applicants from within the Section, priority between equally qualified competing applicants from within the unit shall be determined first by division seniority and finally departmental seniority.

2. Jobs to be filled through promotions shall be posted on department bulletin boards for a period of ten (10) calendar days. A copy of the posting will be forwarded to the Union president/Chapter Chairperson.

3. After an award is made of a promotion the name of the person promoted shall be posted for ten (10) calendar days. A copy of the posting will be forwarded to the Union President/Chapter Chairperson.

4. Employees who are absent for the entire posting process shall be included for consideration for available positions, provided that the length of the absence does not impede the selection process. Upon being advised of the opportunity, the employee must advise the Department Head concerning his interest in the position.

5. When a question as to the proper person having been chosen to fill any job arises and it cannot be resolved, it will be settled by using the grievance procedure in Article 25, provided, however, the grievance must be initiated within the ten (10) calendar day posting period referred to in paragraph 3 above.

6. Job posting shall include job specifications, rate of pay, job location, the shift and also if the job is permanent with a permanent rating.

7. The above procedures shall be followed in all promotions, vacancies, and transfers whether temporary or permanent; provided, however, the Town may establish a back-up list to fill temporary vacancies.

8. An employee who is promoted or transferred to a new position shall be placed in a probationary status for at least six (6) months. The employee shall periodically be evaluated to determine if he is performing in a satisfactory manner. If an employee is not able to satisfactorily perform his new duties, he shall be reduced in status to the same classification, pay grade and pay step as he had obtained prior to promotion. In such an instance, the Town reserves the right to initiate action to implement such staffing.

9. An employee promoted to a new position shall be placed on the pay step of the new position that first provides him a raise in pay of not less than five percent (5%) over the pay he was making in the position he occupied immediately prior to promotion.

ARTICLE 29

NO STRIKE

The Union and its members acknowledge that strike and other forms of job action by public employees are unlawful and in violation of RSA 273-A:13.

ARTICLE 30

UNIFORM ALLOWANCE

1. The Town will provide an annual uniform allowance. Employees will receive the allowance in advance on or about April 1.

2. Uniform items shall be prescribed by the Town Manager after consulting the Union for input. The annual allowance shall be **$675.**

3. New employees, upon satisfactory completion of probation, will be entitled to a pro-rata portion of the annual uniform allowance. The number of whole months after the end of probation period to the end of the contract period will be utilized to calculate the pro-rata uniform allowance. The uniform allowance per contract will be divided by twelve and multiplied by the number of whole months as calculated above. This pro-rated portion of the uniform allowance will be paid on or about the date of the end of the probationary period.

ARTICLE 31

MILITARY LEAVE

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 ordered to extended active duty in the Armed Forces in time of war or similar national emergency shall be allowed two (2) weeks pay and granted all accumulated vacation and holiday leave with pay. Their job status shall not be affected by such leave.

2. Employees who are members of the National Guard or a Federal Armed Forces Reserve Unit shall be paid up to two (2) workweeks annually if ordered to duty for training purposes.

3. Employees requesting payment under this Article shall submit copies of their orders to the Department Head for review prior to the starting date of the training period.

ARTICLE 32

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 33

STABILITY OF AGREEMENT

1. Should any Article, section, or portion thereof, of this Agreement be in violation of a State law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only too the specific Article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, section or portion thereof.

2. The monies needed to fund this Agreement in each year of its term must be appropriated annually at a Town Meeting duly warned for that purpose. Should an Annual Meeting fail to appropriate all of the monies necessary to fund this Agreement in any given year of its term then and in that event either party may reopen negotiations on all or part of the entire Agreement, and this Agreement shall be deemed expired at the end of the term for which monies have been appropriated.

ARTICLE 34

AFSCME WAGES

ARTICLE 33
AFSCME Wages
continued

Effective 4/01/09 to 3/31/10 the wages are as follows:

	START Hourly	1 YEAR Hourly	2 YEAR Hourly	3 YEAR Hourly
H1	16.71	18.08	18.52	18.99
H2	17.79	19.17	19.63	20.09
H3	18.84	20.21	20.60	21.14
H4	20.75	21.68	22.20	
H5	21.60	22.86	23.55	

ARTICLE 35

COMPLETE AGREEMENT

1. This agreement upon ratification supersedes and cancels all prior practices and agreements whether written oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

2. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and 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 duration of this agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement.

ARTICLE 36

DURATION

1. This agreement shall be effective April 1, 2009 through March 31, 2010.

2. In witness thereof, the parties hereto have caused these presents to be signed their duly authorized officers and representatives on ~~June 2009.~~ 24th July 2009

FOR AFSCME, LOCAL #1801

DF 07-24-09

Verbal OK from Joe

Joseph Maccarone
NH Coordinator for ASFCME #1801

David Frederickson
Chapter President

FOR THE TOWN OF SALEM

Jonathan B. Sistare
Town Manager

ARTICLE 36

DURATION

1. This agreement shall be effective April 1, 2009 through March 31, 2010.

2. In witness thereof, the parties hereto have caused these presents to be signed their duly authorized officers and representatives on _____, June 2009.

FOR AFSCME, LOCAL #1801

_____
Harriett P. Spencer
NH Coordinator for ASFCME #1801

_____
David Frederickson
Chapter President

FOR THE TOWN OF SALEM

_____
Jonathan B. Sistare
Town Manager