

AGREEMENT BETWEEN THE
TOWN OF SALEM, NEW HAMPSHIRE



AND THE
SALEM PUBLIC ADMINISTRATORS ASSOCIATION

April 1, 2012 to March 31, 2015

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ARTICLE 1 - AGREEMENT

1. This Agreement between the Town of Salem, New Hampshire, (hereinafter referred to as either the "Town" and/or "employer") and the Salem Public Administrators Association, (hereinafter referred to as either the "Union" and/or "employee") is made and entered this 1st day of April, 2012. This three (3) year agreement and all negotiated changes contained herein shall be considered "sanbornized" for the duration of the agreement.

ARTICLE 2 – PURPOSE

1. It is the general purpose of this Collective Bargaining Agreement to achieve and maintain harmonious relations between the Town and the Union; to provide for an equitable and peaceful adjustment of differences which may arise; to set forth written agreements reached between the Town and the Union with respect to wages, hours of work, benefits and other terms and conditions for members of the bargaining unit described in the Recognition Article as follows:

ARTICLE 3 – RECOGNITION

1. The Town recognizes the Union as the exclusive representative and sole bargaining agent for the purpose of collective bargaining for all employees as authorized in the following position classifications and any later created permanent or part-time positions that share a community of interest with equivalent duties and responsibilities.

Chief Assessor
Chief Building Official
Senior Engineer
Engineer
Planning Director
DPW Operations Manager
DPW Utilities Manager
DPW Chemist
Deputy Police Chief
Police Captain
Police Lieutenant
Information Technology Director
Executive Director SCTV
Prosecutor
Assistant Prosecutor
Assistant Fire Chief
Deputy Fire Chief
Fire Marshal
Recreation Director
Accounting and Budget Manager
Senior Services Director
Health Officer
Director of Human Services

2. The term “employee” as used herein refers to members of the unit as identified above.
3. The inclusion or exclusion in the Bargaining Unit of new personnel 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 4 - TERM

1. This Agreement is effective April 1, 2012 and the terms stated herein shall remain in effect until superseded by a subsequent agreement. This Agreement may not be amended, altered, or varied in any way unless done so in writing and signed by both parties hereto. Any breach of this Agreement or any other side bar agreement referenced or incorporated herein shall constitute a breach of the entire Agreement and shall be governed by the disputes clause.

ARTICLE 5 – WAGES

SEE ATTACHMENTS

ARTICLE 5 – WAGES

1. Effective April 1, 2012, Salem Public Administrators Association (Union) will receive an across the board COLA increase of two percent (2%)
2. Effective April 1, 2013 Salem Public Administrators Association (Union) will receive an across the board COLA increase of three percent (3%)
3. Effective April 1, 2014 Salem Public Administrators Association (Union) will receive an across the board COLA increase of three percent (3%)

SPAA Salary Schedule Effective April 1, 2012 ** 2% COLA included-No Sick BB adjustment until 1/1/13

	<u>START</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u> <u>(2013)*</u>
Accounting & Budget Manager	64,335	69,089	73,940	78,790	81,941
Assistant Fire Chief	84,399	86,931	89,539	92,225	94,992
Assistant Prosecutor	52,397	55,696	59,192	62,488	64,988
Chief Assessor	64,335	69,089	73,940	81,314	84,567
Chief Building Official	64,335	69,089	73,940	78,790	81,941
Deputy Fire Chief	64,335	69,089	73,940	78,790	81,941
Deputy Police Chief	91,008	93,738	96,550	99,446	103,423
Director of Human Services (30 hrs)	51,468	55,271	59,152	63,032	65,554
DPW Chemist	52,397	55,696	59,192	62,488	64,988
DPW Operations Manager	70,154	74,716	79,567	84,224	87,594
DPW Utilities Manager	64,335	69,089	73,940	78,790	81,941
Engineer	52,397	55,696	59,192	62,488	64,988
Executive Director SCTV	47,277	48,459	49,670	50,912	52,949
Fire Marshal	64,335	69,089	73,940	78,790	81,941
Health Officer	64,335	69,089	73,940	78,790	81,941
Information Technology Director	64,335	69,089	73,940	78,790	81,941
Planning Director	64,335	69,089	73,940	78,790	81,941
Police Captain	84,110	89,988	92,687	95,468	99,286
Police Lieutenant (40 hrs)	68,507	71,087	73,762	76,537	79,598
Prosecutor	52,397	55,696	59,192	62,488	64,988
Recreation Director	64,335	69,089	73,940	78,790	81,941
Senior Engineer	64,335	69,089	73,940	78,790	81,941
Senior Services Director	64,335	69,089	73,940	78,790	81,941

Town Manager can start a member anywhere within the range of this scale

Rates based on 37.5 hrs/week except where noted

*Does not include 2013 COLA

ARTICLE 5 – WAGES

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3. Effective April 1, 2014 Salem Public Administrators Association (Union) will receive an across the board COLA increase of three percent (3%)

SPAA Salary Schedule

Effective January 1, 2013 ** SBB rollup

	<u>START</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u> (7/1/13)*
Accounting & Budget Manager	64,335	69,089	73,940	84,245	87,615
Assistant Fire Chief	90,239	92,947	95,735	98,607	102,551
Assistant Prosecutor	52,397	55,696	59,192	66,814	69,487
Chief Assessor	64,335	69,089	73,940	86,944	90,422
Chief Building Official	64,335	69,089	73,940	84,245	87,615
Deputy Fire Chief	68,789	73,872	79,059	84,245	87,615
Deputy Police Chief	97,306	100,224	103,231	106,328	110,581
Director of Human Services (30 hrs)	51,468	55,271	59,152	67,391	70,087
DPW Chemist	52,397	55,696	59,192	66,814	69,487
DPW Operations Manager	70,154	74,716	79,567	90,056	93,658
DPW Utilities Manager	64,335	69,089	73,940	84,245	87,615
Engineer	52,397	55,696	59,192	66,814	69,487
Executive Director SCTV	47,277	48,459	49,670	54,437	56,614
Fire Marshal	68,789	73,872	79,059	84,245	87,615
Health Officer	64,335	69,089	73,940	84,245	87,615
Information Technology Director	64,335	69,089	73,940	84,245	87,615
Planning Director	64,335	69,089	73,940	84,245	87,615
Police Captain	89,930	96,216	99,101	102,074	106,157
Police Lieutenant (40 hrs)	73,248	76,006	78,867	81,836	85,109
Prosecutor	52,397	55,696	59,192	66,814	69,487
Recreation Director	64,335	69,089	73,940	84,245	87,615
Senior Engineer	64,335	69,089	73,940	84,245	87,615
Senior Services Director	64,335	69,089	73,940	84,245	87,615

Town Manager can start a member anywhere within the range of this scale

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ARTICLE 5 – WAGES

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SPAA Salary Schedule

Effective April 1, 2013

	<u>START</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u> <u>(7/1/13)</u>
Accounting & Budget Manager	66,266	71,161	76,158	86,772	90,243
Assistant Fire Chief	92,946	95,735	98,607	101,565	105,628
Assistant Prosecutor	53,969	57,367	60,967	68,819	71,572
Chief Assessor	66,266	71,161	76,158	89,552	93,134
Chief Building Official	66,266	71,161	76,158	86,772	90,243
Deputy Fire Chief	70,853	76,088	81,430	86,772	90,243
Deputy Police Chief	100,225	103,231	106,328	109,518	113,899
Director of Human Services (30 hrs)	53,012	56,929	60,926	69,413	72,189
DPW Chemist	53,969	57,367	60,967	68,819	71,572
DPW Operations Manager	72,258	76,958	81,954	92,758	96,468
DPW Utilities Manager	66,266	71,161	76,158	86,772	90,243
Engineer	53,969	57,367	60,967	68,819	71,572
Executive Director SCTV	48,695	49,913	51,160	56,070	58,313
Fire Marshal	70,853	76,088	81,430	86,772	90,243
Health Officer	66,266	71,161	76,158	86,772	90,243
Information Technology Director	66,266	71,161	76,158	86,772	90,243
Planning Director	66,266	71,161	76,158	86,772	90,243
Police Captain	92,628	99,102	102,074	105,136	109,342
Police Lieutenant (40 hrs)	75,445	78,286	81,233	84,291	87,663
Prosecutor	53,969	57,367	60,967	68,819	71,572
Recreation Director	66,266	71,161	76,158	86,772	90,243
Senior Engineer	66,266	71,161	76,158	86,772	90,243
Senior Services Director	66,266	71,161	76,158	86,772	90,243

Town Manager can start a member anywhere within the range of this scale

Rates based on 37.5 hrs/week except where noted

All SPAA Members move to Appropriate Step 07/01/2013

ARTICLE 5 – WAGES

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3. Effective April 1, 2014 Salem Public Administrators Association (Union) will receive an across the board COLA increase of three percent (3%).

SPAA Salary Schedule

Effective April 1, 2014

	<u>START</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>
Accounting & Budget Manager	68,254	73,296	78,443	89,376	92,951
Assistant Fire Chief	95,735	98,607	101,565	104,612	108,797
Assistant Prosecutor	55,588	59,088	62,796	70,883	73,719
Chief Assessor	68,254	73,296	78,443	92,239	95,928
Chief Building Official	68,254	73,296	78,443	89,376	92,951
Deputy Fire Chief	72,979	78,371	83,873	89,376	92,951
Deputy Police Chief	103,232	106,328	109,518	112,803	117,316
Director of Human Services (30 hrs)	54,603	58,637	62,754	71,495	74,355
DPW Chemist	55,588	59,088	62,796	70,883	73,719
DPW Operations Manager	74,426	79,266	84,413	95,540	99,362
DPW Utilities Manager	68,254	73,296	78,443	89,376	92,951
Engineer	55,588	59,088	62,796	70,883	73,719
Executive Director SCTV	50,156	51,410	52,695	57,752	60,062
Fire Marshal	72,979	78,371	83,873	89,376	92,951
Health Officer	68,254	73,296	78,443	89,376	92,951
Information Technology Director	68,254	73,296	78,443	89,376	92,951
Planning Director	68,254	73,296	78,443	89,376	92,951
Police Captain	95,407	102,076	105,136	108,290	112,622
Police Lieutenant (40 hrs)	77,709	80,635	83,670	86,820	90,293
Prosecutor	55,588	59,088	62,796	70,883	73,719
Recreation Director	68,254	73,296	78,443	89,376	92,951
Senior Engineer	68,254	73,296	78,443	89,376	92,951
Senior Services Director	68,254	73,296	78,443	89,376	92,951

Town Manager can start a member anywhere within the range of this scale
 Rates based on 37.5 hrs/week except where noted

ARTICLE 6 - EXTENDED INSURANCE BENEFITS

The Town shall offer the following health plan coverage in conformance with Section 125 of the Internal Revenue Service Code:

1. A choice of:

	<u>TOWN SHARE / EMPLOYEE SHARE</u>		
BC/BS JY (Indemnity)**	80%	/	20%
Blue Choice – New England (POS)	85%	/	15%
Blue Choice – New Hampshire (POS)	90%	/	10%
Matthew Thornton (HMO)	95%	/	5%
Matthew Thornton (Anthem HMO MTB-15IPDED)	100%	/	0%*

(Note: *Employees who choose the MTB-15IPDED Plan will receive the difference in cash between the Town’s portion of the Blue Choice New Hampshire Plan and this Plan.)

Effective April 1, 2012 Cost Share as follows:

04/01/2012 Across the board Town Share decreases 2.5 % / Employee Share increases 2.5 %

04/01/2013 Across the board Town Share decreases 2.5% / Employee Share increases 2.5 %

Effective April 1, 2012 SPAA and the Town agree to switch Health Insurance Carriers to Cigna with the exact same benefits as currently received if the Town can successfully negotiate the change with the carrier.

**Note: The BC/BS JY (Indemnity) plan will be closed to any new enrollees as of January 1, 2006. However, any employee enrolled in this plan as of that date may retain their enrollment status as “grandfathered.” The Town agrees to pay eighty percent (80%) of the cost of the BC/BS JY plan for “grandfathered” employees who remain in the plan and the employee shall pay twenty percent (20%) of the cost.

2. The Town and the employee agree to share the costs of the employee chosen, health insurance plan premiums.
3. The Town shall continue to provide the current health insurance plan options or equivalent at the Town/Employee cost-sharing ratios listed above.
4. The health insurance plan will continue to include a prescription rider, which provides for a \$3.00 co-payment for generic prescriptions and a \$5.00 co-payment for brand name

prescriptions. If there are any changes to the current co-payment schedule for this prescription rider/plan, the Town shall reimburse employees for all out of pocket expenses above the \$3.00 and \$5.00 co-payments upon submission of receipts.

5. Effective April 1, 2010, Employees who choose not to enroll in the health care plan upon open enrollment, and who provide written proof of health care coverage, will be paid a disenrollment incentive of \$3,500.00 per year, paid weekly (and not considered in the calculation of overtime rates), for as long as they do not participate in the Town's plan. Such employees may re-enroll in the Town's plan during open enrollment period.
6. The Town agrees to allow the Union to meet with new employees prior to them enrolling in any benefits covered under this article to explain those benefits available to them.
7. Dental Plan Coverage

- A. Members of the Union will be included in the Delta Dental Plan A, B, C & D that is presently being provided by the Town of Salem to some of its employees.
- B. The Town will pay for the entire single person plan premium and one-half ($\frac{1}{2}$) of the difference between either the two person plan or family plan and the single person plan. The employee is responsible for paying the remainder of any premium.

8. FLEXIBLE SPENDING AND DEPENDENT 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 to enroll.

9. LIFE INSURANCE

All employees shall receive life insurance. Employee coverage will be in the amount of \$100,000. The Town shall pay the entire monthly premium.

ARTICLE 7 - SICK LEAVE

1. Annual accrual – Twelve (12) days
 2. Accumulation – Seventy-two (72) days (540 hours except for Police Lieutenant who works 40 hour week = 72 Days X 8 hrs = 576 hrs AND Fire Department Employees who may have an additional 405 hours of shelved time)
 3. After employees reach the maximum sick leave accrual of seventy-two (72) days, the annual 12 sick days per year become “use it or lose it”. No employee will be permitted to accrue more than the seventy- two (72) day maximum at the end of every year. In the event an employee needs to use more than his/her annual allotment of sick days, he/she may use their accrued leave (the 540 hours). If the employee uses some or all of the 540 hours, said employee shall be permitted to begin accruing leave again until they reach their maximum accrual.
 4. Town employees who leave Town service on a positive basis after a minimum of seven (7) years service shall receive payment for all accumulated sick leave at a rate of one (1) day’s pay for each day redeemed.
- ** The monetary equivalent of each positions maximum annual sick time buyback will be permanently included into each positions base pay

ARTICLE 8 - LONG TERM DISABILITY INSURANCE

1. The Town shall provide long-term disability insurance to all unit members. Plan coverage shall begin after the thirtieth (30th) calendar day of disability and will pay seventy percent (70%) of the employee's base pay for three (3) years.

ARTICLE 9 – LEAVE CONVERSION

1. It is recognized by the parties that existing employees of the Town may be promoted into positions recognized by this agreement. Specifically, the issue arises when an existing employee accrues leave time at either 8 hours per shift/day or 10.5 hours per shift/day and then is promoted to a position that accrues leave time at 7.5 hours per shift/day.

In the event this situation arises, unless otherwise agreed to between the Town Manager and the employee, leave time conversion shall be as follows:

- a. Vacation: The existing amount of vacation time (in hours) will be divided by the number of hours in a shift/day for the existing position. This will determine the number of days/shifts the employee has earned. The number of vacation shifts the employee has currently will then be multiplied by the number of hours the new job is per shift/day. The difference will be bought by the Town at the existing rate of pay (pre-promotion).

*Example: Existing position is 10.5 hours/shift
105 hours of vacation time accrued (on the books)
= 10 shifts of vacation time*

*New position is 7.5 hours/shift
7.5 hours/shift x 10 shifts = 75 hours of vacation leave*

Subtract 75 hours of existing time from 105 hours = 30 hours

Town will buy 30 hours of time at the existing rate

*Example: Existing position is 8 hours/shift
80 hours of vacation time accrued (on the books)
= 10 shifts of vacation time*

*New position is 7.5 hours/shift
7.5 hours/shift x 10 shifts = 75 hours of vacation leave*

Subtract 75 hours of existing time from 80 hours = 5 hours

Town will buy 5 hours of time at the existing rate

- b. Holiday Leave: Holiday leave will be calculated in the same manner.

c. Sick Leave: Any sick leave over 540 hours may either be “shelved” (and bought back at separation at a rate of one day’s pay for each day redeemed) or bought down to the 540 hours at the existing rate of pay at the employees option at the time of promotion.

d. Personal Leave: No conversion authorized. No buy-back is authorized. Viewed as “days or shifts”, not hours.

2. If leave time has already been “issued” (FD employees), it will be pro-rated to the month of promotion.

ARTICLE 10 - DUES DEDUCTION

1. The Town agrees to deduct from the pay of each member of the Union dues as certified to the Town by the Treasurer of the Union and upon receipt of written authorization by the Union member and written approval by the Union President. 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 shall be made from said employee for that pay period. The Town shall send the amount so deducted at least one (1) 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 over the matter of deduction(s), the Union agrees to defend and hold the Town harmless in any such dispute. 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. Members of the bargaining unit who elect not to join the Union shall make a monthly payment to the Union in the amount of 90% of the deduction described in this article. The method of deduction and hold harmless provisions of this article shall be applicable to these members.

ARTICLE 11 - OUTSIDE DETAIL RATES

1. The parties agree that members of the Police Department and Fire Department who are SPAA members can work outside details.
2. The Union President and the Town Manager will meet annually to set the outside detail rate for the following year. The rate shall remain in effect until a subsequent rate is negotiated.

ARTICLE 12 - SIDE BAR AGREEMENTS

1. The Town recognizes the individual employment contracts (sidebar agreements) of bargaining unit members.
2. The terms of such sidebar agreements shall supersede any benefit and/or policy provisions. Breach of any sidebar agreement shall constitute a breach of the entire agreement and shall be governed by the disputes clause as set forth below (Article 14).
3. As of the effective date of this agreement, the Town shall no longer enter into employment contracts/agreements with individual new bargaining unit members.
4. The Town and the Union agree to meet and confer on creating a consistent benefit package/schedule for new unit members for the purpose of eliminating the practice of issuing individual employment agreements.

ARTICLE 13 – DISCIPLINE

1. An employee may be disciplined and/or terminated for misbehavior while on duty if there is found to be proper reasonable cause for such action. An employee may be disciplined and/or terminated for misbehavior while off duty only if this behavior has a severe and demonstrated impact on the employee's ability to perform his/her duties and responsibilities.

The disciplinary process shall include: verbal warning; written warning; suspension without pay; demotion; termination (Section 3 through 7 of this Article illustrate the steps of the process). Although the above named steps are illustrative of the entire disciplinary process, the Town reserves the right to assess discipline on the merits of the offense and may initiate discipline at any step of the process.

2. Proper reasonable cause for such action shall include, but shall not be limited to the following on duty behavior: demonstrated incompetence based on the duties and responsibilities outlined in recognized position description; recurring absence without leave; insubordination; falsification of reports; conduct unbecoming an employee.
3. VERBAL WARNING: A verbal warning will be issued within ten (10) Monday – Friday working days of a supervisor's knowledge of the event(s) on which the warning was based. The supervisor will advise the employee of the cause of the warning and will offer remedial suggestions.
4. WRITTEN WARNING: A written warning will be issued to the employee by the employee's supervisor, or his designee, within ten (10) Monday – Friday working 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 and the employee's personnel file. Upon the request of the employee, the warning will be removed from the employee's file if the offense does not recur within twelve (12) months from the date of the warning.
5. SUSPENSION: The employee's supervisor will recommend suspension without pay to the Town Manager within ten (10) Monday – Friday working 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 and the employee's personnel file. The Town manager will conduct an Administrative Hearing on the matter within ten (10) days of receipt of the recommendation and will render a written decision to the employee within ten (10) days of the hearing. Copies of the decision will be forwarded to the Union president and the employee's personnel file.

6. DEMOTION: The employee's supervisor will recommend demotion to the Town Manager within ten (10) Monday – Friday working days of knowledge of the incident on which the recommendation is based. The recommendation will state the reason for the action. Copies of the recommendation will be forwarded to the employee, Union President, and the employee's personnel file. The Town Manager will conduct an Administrative Hearing on the matter within ten (10) days of receipt of the recommendation and will render a decision to the employee within ten (10) days of the hearing. Copies of the decision will be forwarded to the Union President and the employee's personnel file.
7. TERMINATION: The employee's supervisor will recommend termination to the Town Manager within ten (10) Monday – Friday working 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 and the employee's personnel file. The Town Manager will conduct an Administrative hearing on the matter within ten (10) days of receipt of the recommendation and will render a written decision to the employee within ten (10) days of the hearing. Copies of the decision will be forwarded to the Union president and the employee's personnel file.
8. The employee's personnel file referred to in this Article shall be the file maintained by the Town's Personnel Department. Employees and/or their authorized representatives shall have access to their files at any reasonable time.
9. The Town of Salem shall not discipline or discharge employees who come under this agreement except for cause as set forth in this Article. Any dispute or controversy arising out of such discipline or discharge shall be subject to the provisions of the Grievance Procedure.
10. The employee's personnel file will only contain a record of the final decision.
11. For the purpose of this Article, days shall be defined as Monday –Friday working days.
12. The limits in this Article may be extended by mutual agreement.
13. Prior to initiating the actions outlined in Sections 4, 5, and 6 of this Article, the employee's supervisor will conduct an Administrative Hearing into the alleged offense.
14. At all Administrative Hearings the employee and/or his representative shall be present, and all evidence used as a basis of the supervisor's recommendation, or the Town Manager's decision, shall be presented.

The employee and/or his representative shall have ample opportunity to examine/cross examine all individuals presenting evidence against the employee; and the employee shall be permitted the opportunity to present evidence in his/her defense. The Town agrees to make available all Town employees who may be called as witnesses for either party, and to provide a stenographic record, if requested, of all such Administrative Hearings.

15. Employees shall be accompanied by a Union official at any step in this Proceeding, unless the employee declines, in writing, Union representation.
16. All discipline issued under this Article shall be applied in a fair, consistent manner and consistent with past practice.

ARTICLE 14 – DISPUTES

1. Definition

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

Note: It is anticipated that nearly all complaints can be resolved informally without grievance. 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) Monday – Friday working days.

Each grievance 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 their supervisor no later than ten (10) days after the employee knew the 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 within ten (10) days following receipt of the notice and shall give a written decision within ten (10) days thereafter.

STEP TWO

If the employee is not satisfied with the decision of the supervisor, he/she may file, within ten (10) days following the supervisor’s decision, a written appeal with the Town Manager setting forth the specific reasons why he/she believes the agreement is being violated by the Town action in question. Within ten (10) 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) days thereafter.

STEP THREE

If the employee is not satisfied with the decision of the Town Manager, the Union may file, within twenty (20) days following the receipt of the decision of the Town Manager a request for mediation or arbitration to the American Arbitration Association under its rules and regulations. If the parties agree to a mediated settlement, the settlement shall be binding. If the parties are unable to reach agreement with a mediator, either party may

~~file for arbitration as the next step in the dispute process. The decision of the arbitrator shall be final and binding on the parties.~~

3. The cost of mediation shall be equally shared by the Union and the Town.
4. The cost of arbitration shall be borne by the losing party and the arbitrator shall designate the losing party in the decision.
5. The foregoing time limitations may be extended by mutual agreement of the parties.
6. 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 by the Town to abide by time limits, as set forth in these procedures, shall result in the grievance proceeding to the next step of the procedure.
7. The Grievant may be present at all proceedings relevant to his case. In the event of an emergency the Grievant shall have the right to use the Town's Intercommunications System to contact any member of the Union Grievance Committee.
8. The Union Grievance Committee shall be allowed access at all reasonable times to town property and records relevant for the purpose of investigating a Grievance. Said access shall be both reasonable and legally permissible.
9. The terms of this disputes clause shall be subject to the provisions of New Hampshire RSA 542.
10. For the purpose of this Article, days shall be defined as Monday –Friday working days.

ARTICLE 15 - SCHEDULED WORK WEEK AND HOURS

1. In maintaining the Town's efficiency and reputation, unit members work whatever extra hours are required for appearances before the Board of Selectmen, Town Boards and Commissions, citizens' groups and intergovernmental bodies for the maintenance of essential services during emergencies; and for accomplishment of work assignments which often impose irregular hours and time expenditures far in excess of conventional thirty-seven and one half (37½) hour work weeks*. However, upon being required by their job functions to work in excess of their normal work week, employees may take administrative time off equal to the excess time required by their job functions for appearances before the Board of Selectmen, Town Committees, Commissions, citizen's groups and intergovernmental bodies; for maintenance of essential services during emergencies. Employees required by their job functions to work in excess of their normal work week shall not refuse to work such required time, except for good cause. Beginning April 1, 2012, any accrued time during a calendar year must be used by the end of that calendar year and shall not carry into the next year. The employees who have a balance prior to April 1, 2012 shall be allowed to continue to use that balance until it is entirely spent.

*An exception to the 37.5 hour work week is Police Lieutenants who work 40 hours per week, and the Human Services Director who works 30 hours per week.

2. Employees are to be paid their basic rate of pay weekly. The basic rate of pay equals the employee's annual salary divided by fifty-two (52) weeks.
3. Lieutenant Shift Replacements: If a Lieutenant needs to be replaced on a shift, the shift vacancy first shall be offered to other Lieutenants. If no Lieutenant volunteers to fill that shift vacancy, it then may be offered to a Sergeant. Lieutenants will not be allowed to exchange a work assignment they have already accepted for a shift assignment during the same time frame except in the following circumstance:

It is the responsibility of the interested Lieutenant to advise the person calling the list that he/she would be interested in an exchange and the exchange will only be allowed after the Lieutenant's replacement call list has been exhausted. The call list will next commence with the first name that was called. Lieutenants will not be allowed to exchange a work assignment once his/her work assignment has begun.

4. In the event that the employee voluntarily terminates employment, he or she shall receive severance pay as follows:
 - A. Six (6) months to one (1) year of service - Five (5) days pay.
 - B. In excess of one (1) year of service - Fifteen (15) days pay.

In order to be eligible for severance pay, the Employee must provide a written notice of his resignation at least sixty (60) calendar days prior to the date of separation from service.

5. In situations where the employee involuntarily separates from service (e.g., lay-off, elimination of position, or termination without proper and reasonable cause), he shall receive six months compensation.
6. In the event that a DPW Operations manager or Utility manager works on a recognized holiday, said member shall not be charged for that holiday. Rather, that holiday shall be carried forward and cashed in on December 1st of that year. Each holiday cashed in shall be worth 1/5th of a week's pay. If the holiday worked occurs after December 1, it shall be paid during that pay period.

ARTICLE 16 - POLICY AND BENEFIT PACKAGES

1. The Parties agree that existing personnel policies and fringe benefits will become part of this agreement and will remain in place unless mutually agreed.
2. Unit members, who do not have individual employment contracts, shall retain their current terms and conditions which will remain in full force and effect.

ARTICLE 17 – LEAVE

1. Employees will earn and accrue Vacation Leave on a monthly basis as outlined below:
 - A. Date of employment through completion of five (5) years of service -
1.25 days per month (15 days per year)
 - B. Five (5) years of service through completion of fifteen (15) years of service -
1.66 days per month (20 days per year)
 - C. In excess of fifteen (15) years of service –
2.08 days per month (25 days per year)
 - D. For Public Safety Officers: Beginning with the employees 20th year (229+ months) 2.5 days per month (30 days per year)
2. Vacation may accrue to the maximum levels as outlined below:

Employees may accrue vacation to a maximum of two (2) times the annual amounts established in section 1 of this article.
3. Unless in circumstances determined as extenuating by the Town Manager, employees may not accrue vacation leave in the excess of that outlined above.
4. Employees with ten (10) to fourteen (14) years of service may choose to sell back up to 1 (1) week of their accrued vacation leave per year. Employees with excess of fifteen (15) years of service may sell back up to two (2) weeks of their accrued vacation leave per year. Each week bought back shall equal 1/52 of the employee's annual salary.
5. Upon separation from service, employees shall be paid for all outstanding vacation leave.
6. The following are recognized as paid holidays:

New Years Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Labor Day	Christmas Day
- Employees shall also be granted annually Three (3) paid Personal Days and One Floating Holiday
7. Employees shall be granted up to three (3) days of Bereavement Leave for a death in their immediate family

ARTICLE 18 – SEPARABILITY

1. In the event any provision of this Agreement 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 Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event, the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE 19 - MANAGEMENT RIGHTS

1. The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this agreement are retained in the sole discretion of the Town. The right to determine and structure the goals, purposes, functions and policies of the Town without prior negotiations with the Union shall include:
 - a. The right to direct employees, to determine qualifications and hiring criteria, to establish standards for work, to retain employees in positions and to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this agreement, including grievance and arbitration;
 - b. The right to layoff personnel due to budgetary constraints and/or lack of work
 - c. The right to take such action as in its judgment is necessary to maintain the efficiency of the Department operations.
 - d. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the Department operations are to be conducted.
 - e. The right to make personnel rules, regulations, and policies not inconsistent with the provisions of this agreement and to require compliance therewith.
2. Nothing in this agreement shall be construed to limit the right of the Town Manager/Chiefs/Directors and/or other ranking officers to command the Department as their judgment directs them in any and all emergency situations as they deem to be appropriate.
3. No part of this Article shall be construed as to preclude any employee from filing a grievance concerning application of any Article in this Agreement that concerns wages, hours, or conditions of employment.

ARTICLE 20 – ACADEMIC REIMBURSEMENT

1. Employees shall be reimbursed for the cost of tuition and all school materials including books and fees for job related courses subject to budgetary constraints and pre-approved by the Town Manager (Said reimbursement shall be payable upon submission of documentation of achieving a “B” or better and submitting all receipts. In the event a course is “Pass/Fail”, a “Pass” grade shall constitute a grade worthy of reimbursement.

ARTICLE 21 – WORKERS COMPENSATION BENEFIT

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

1. The employee shall receive 70% of his pay from the date of injury through week fifty-two (52) of disability. Gross pay shall be calculated in accordance with RSA 281-A:15 and the New Hampshire Department of Labor formula as written in 1990.
2. The first several weeks are adjustment weeks for payment. During the initial period, the Town will continue to issue the employee a check for his/her base weekly salary. The employee must sign over any workers' compensation checks to the Town during this adjustment period.
3. Upon the acceptance of the claim by workers' compensation insurance and the issuance of structured payments by the carrier, the Town will no longer issue base salary payments.
4. When the employee receives regularly structured weekly payments, the Town will issue supplemental payments to bring the total payment to the employee to 70% of his/her gross pay.
5. In the event that the workers' compensation check is greater than 70% of gross pay, the employee shall keep the entire check.
6. In the event that the workers' compensation check is less than 70% of gross pay, the Town will issue a separate check for the difference making deductions for F.I.T., FICA and voluntary deductions as approved by the employee.
7. Although employees are not permitted to make contributions based on workers' compensation benefits, any employee who receives weekly workers' compensation benefits under RSA 281-A will be entitled to New Hampshire Retirement System (NHRS) creditable service for a period of up to one (1) year at no cost to the employee or to the employer. To receive creditable service, the employee must file a New Hampshire Department of Labor Memo of Payment with NHRS verifying the first and last payment of workers' compensation benefits for the award period.
8. The Town, and/or its workers' compensation carrier, retains the right to request updated medical information during the disability. If a medical exam is requested, the Town or carrier shall use a qualified doctor who specializes in the alleged disability.
9. A Workers' Compensation claim which results in lost time must be supported by a doctor's statement outlining the nature of the disability and if possible the length of the disability.

10. Prior to returning to work, the employee shall provide a doctor's statement clearing the employee's return to his regular duties.
11. Employees who lose time to a work-related injury may not engage in any outside work of any kind.
12. In the event that an employee fails to sign over to the Town any Workers' Compensation check(s) due to the Town under Paragraph 2 hereof, the Town shall have no further obligation to pay the employee hereunder, unless and until the employee fulfills his/her obligation by signing over said checks to the Town.
13. It is agreed that the percentage in sections 1, 4, 5, and 6 for uniformed Police Department SPAA members will be 75% rather than 70%.

ARTICLE 22 – PROFESSIONAL DEVELOPMENT

1. Subject to budget considerations and with the approval of the Department Head (or Town Manager in the absence of a Department Head), employees may attend one State and one National conference annually in order to stay abreast of developments in their profession and to enhance their professional development. The entire cost of the Employee's lodging and transportation costs shall be paid upon submission of invoices. Employees shall be entitled to a daily meal allowance in accordance with the most recent Standard Meal Rate as published by the IRS. Employees required to utilize their personal vehicles for Town business shall be reimbursed at the most recent IRS rate.
2. Subject to budget limitations and with approval of the Department Head (or Town Manager in the absence of a Department Head), the cost of up to two (2) memberships in professional associations shall be paid.

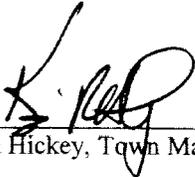
ARTICLE 23 – PUBLIC SAFETY OFFICER BENEFITS

1. Public safety officers are defined as members of the Fire Department, Police Department, and Public Works Department.
2. Where a uniform is required, employees shall receive an annual allowance to purchase and maintain required uniforms. The uniform allowance will be consistent with uniform benefits outlined in the their respective subordinate's union contracts (Fire Department: IAFF Local 2892; Police Department: Salem Police Relief NEPBA Local 22; Public Works Department AFSCME Local 1801)
3. As authorized by the Department Head, employees shall be allowed the use of a Town vehicle while on duty or when available to respond for duty outside of the regular work schedule.
4. Fire Department employees shall receive payments in accordance with Article 21 (Longevity) and Article 23 (Levels of Proficiency) as contained within the Collective Bargaining Agreement between the Town of Salem and the Professional Firefighters of Salem, Local 2892.
5. Fire Department and Police Department employees shall be entitled to receive Holiday Payments as outlined in their respective subordinate unions collective bargaining agreements (Fire Department: IAFF Local 2892; Police Department: Salem Police Relief NEPBA Local 22)
6. Police Department Lieutenants assigned on a five-two work schedule shall receive seventeen (17) days of authorized absence per year and shall be permitted to take these days at the discretion of the employee as approved by the Chief; provided however, four (4) of the days must be taken prior to April 1st, four (4) days prior to July 1st, four (4) days prior to October 1st and five (5) days prior to December 31st. Any day not taken shall be lost.

ARTICLE 24 - DURATION

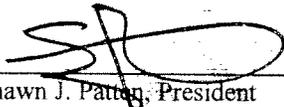
The terms and conditions of this contract shall remain in full force and effect until a successor agreement is executed. Intention to bargain by either party shall be by written notice on or before May 1st.

For the Town of Salem:

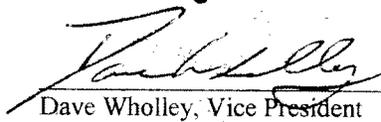


Keith Hickey, Town Manager

**For the Salem Public Administrators
Association (Union):**



Shawn J. Patton, President



Dave Wholley, Vice President



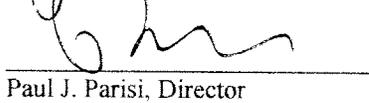
Chris Dillon, Secretary



Normand R. Pelletier, Treasurer



James S. Brown, Director



Paul J. Parisi, Director



Melanie Murray, Director

Date: 3/30/12

Date: 3/30/2012

SALEM PUBLIC ADMINISTRATORS ASSOCIATION

9 Veterans Memorial Parkway Salem, New Hampshire 03079

Shawn J. Patten, President

Dave Wholley, Vice President

Chris Dillon, Secretary

Norm Pelletier, Treasurer

DATE: March 26, 2012

TO: Keith Hickey
Town Manager

FROM: Shawn J. Patten
President, SPAA

RE: MOU – Sick Time Buyback / Steps

RECEIVED

APR - 3 2012

SALEM, NH

Pursuant to our meeting the following has been mutually agreed upon between the Town of Salem, NH and the Salem Public Administrator's Association:

1. Sick Time Buyback – Sick Time Buyback money (18 Days) will be permanently rolled into the salaries of SPAA members effective January 1, 2013. SPAA members will continue to accumulate sick days at the rate of 18 days per year until January 1, 2013. At that time, sick day accrual then moves to 12 days per year "use or lose", after maximum accrual as outlined in Article # 7. A SPAA member's yearly sick time accrual for 2012 (up to 18 days) will be documented at the end of 2012 by Human Resources and then paid above the maximum sick time accrual as outlined in the CBA (72 days) upon separation of employment. All 2012 buybacks contained in SPAA (Vacation & Incentive) will be paid at the 01/01/2013 rate of pay. **ANY SPAA MEMBER WHO SEPARATES PRIOR TO 1/1/13 WILL BE BOUGHT OUT AT THE 1/1/13 RATE.**

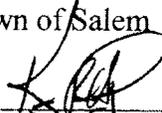
2. Step Issue – For clarification purposes, *all employees* of SPAA will move to the appropriate pay step commensurate with time in grade on July 1, 2013. This includes Deputy Police Chief and Police Captain where there were no steps prior to the current CBA.

SPAA



Shawn J. Patten
President, SPAA

Town of Salem



Keith Hickey
Town Manager

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