

COLLECTIVE BARGAINING AGREEMENT

TOWN OF SEABROOK

AND

SEABROOK SUPERVISORY EMPLOYEES' ASSOCIATION

ENDING MARCH 31, 2006

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ARTICLE 1

RECOGNITION

1.1. This agreement is entered into between the Town of Seabrook, hereinafter referred to as the "Town", and the ASCME Council 93 and Local 2301, hereinafter referred to as the "Union". For the purposes of administration, the Agreement shall pertain to all permanent employees in the following job titles:

- Recreation Director
- Water and Sewer Superintendent
- Public Works Manager
- Deputy Fire Chief
- Police Lieutenant
- Assistant Recreation Director
- Deputy Town Clerk

Code Enforcement Officer  
Assistant Finance Manager  
Emergency Management Director  
Welfare Officer  
Finance Manager  
Recreation Program Director  
Deputy Police Chief  
Animal Control Officer  
Assistant Finance Manager  
Assessor  
Assistant Code Enforcement Officer  
Wastewater Treatment Plant Chief Operator

- 1.2. The job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Town.
- 1.3. The Town agrees to notify the Union of changes in job titles in departments of the Town which are covered by this Agreement.

## ARTICLE 2

### NO STRIKES

- 2.1. During the term of this Agreement no employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, or other illegal activity or the withholding of services to the Town of Seabrook.
- 2.2. The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to in 2.1. above.

## ARTICLE 3

### MANAGEMENT RIGHTS

- 3.1. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Town retains all its customary, usual and exclusive rights, decision-making in any way incidental to its responsibility to manage the affairs of the Town or any part of the Town, and the Town retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.
- 3.2. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Town shall include the following:
  1. To direct and supervise all operations, functions and

policies of the Town in which the employees in the bargaining unit are employed.

2. To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations or facilities for budgetary or other reasons.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work safety, materials, uniforms, appearance, equipment, methods, and procedures.
5. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
6. To assign and distribute work.
7. To assign shifts, workdays, hours of work, and work locations.
8. To determine the need for and the qualifications of new employees, transfers, and promotions.
9. To discipline, suspend, demote or discharge an employee for just cause.
10. To determine the need for additional educational courses, training programs, on-the-job training and cross-training.

- 3.3. The Union recognizes and supports the management right of the Town to maintain compliance with the Americans With Disabilities Act. If the Town finds it necessary to adjust working conditions and job duties to facilitate said compliance it will confer with the Union prior to the change to discuss the impact of that change. The Union agrees to accept this "meet and confer" session in lieu of specific impact bargaining on the issue.

#### ARTICLE 4

##### EMPLOYEE AND UNION RIGHTS

- 4.1. Bulletin Boards: The Town shall, upon request, provide four (4) bulletin boards in non-public work areas for the exclusive use of the Union in communicating with employees in the bargaining unit. The bulletin boards shall be

located in the Emergency Management Office, Town Hall, Police Department and Recreation Department.

- 4.2. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and in RSA 273-A.

## ARTICLE 5

### NON-DISCRIMINATION

- 5.1. Neither the Town nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.
- 5.2. Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or physical handicap, except as any of these factors may be bona fide occupational qualifications.

## ARTICLE 6

### DUES DEDUCTION

- 6.1. Upon receipt of an individually written authorization by a Union member covered by this Agreement and approved by the authorized officer of the Union, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the treasurer of the Union. Said deduction shall be made weekly 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, then and in that event, no collection will be made from said employee for that week. Once each month, the Town shall send the amount so deducted to the Treasurer of the Union, along with a list of the employees from whom the dues have been withheld and the dates of the pay periods involved. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.
- 6.2. Should there be a dispute between an employee and the Union over the matter of dues deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

## ARTICLE 7

### HEALTH AND SAFETY

- 7.1. The Town shall have the right to make regulations for safety and health of its employees during their hours of employment. Employees shall comply with all safety rules and regulations established by the Town. Representatives of the Town and the Union shall meet as needed at the request of either party to discuss such regulations and any other appropriate safety and/or health issues. The parties shall endeavor to provide and maintain safe working conditions, within acknowledged safety limitations connected with the work the employee does.
- 7.2. The Town is responsible for meeting safety standards which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970, as well as other federal and state laws.
- 7.3. Proper safety devices shall be provided by the Town for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

## ARTICLE 8

### WORK RULES

- 8.1. The Town may prepare, issue and enforce rules and safety regulations necessary for safe, orderly and efficient operations.

## ARTICLE 9

### DISCIPLINE

- 9.1. Disciplinary action will be for just cause and 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. Additionally, the Town reserves the right to take disciplinary action in any manner or form consistent with the efficiency of operations and appropriate to the infraction involved.

- 9.2. All disciplinary actions, except verbal warnings shall be written and shall cite the act or omission which supports the disciplinary action. Such written statement of disciplinary action shall be presented to the employee as soon as possible, but not more than seven (7) work days after the action.
- 9.3. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt, which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, he shall comply with the rules and then grieve, if he feels he has been wronged, except in those instances where the employee's health or safety are concerned.
- 9.4. Employees' rights with respect to access to their personnel file shall conform to RSA 275:56, as amended. Written warnings shall be purged from an employee's file after one (1) year, provided no further disciplinary action has been taken. Suspensions shall be purged from an employee's file after three (3) years, provided no further disciplinary action has been taken.

## ARTICLE 10

### GRIEVANCE PROCEDURE

- 10.1. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.
- 10.2. For the purpose of this Agreement, a grievance is defined as those disputes involving the interpretation, application or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.
- 10.3. Time Limit for Filing: No grievance shall be entertained or processed unless it is submitted within ten (10) calendar days after the employee concerned has become aware, or should have become aware, of the occurrence of the event giving rise to the alleged grievance. A suspended, laid off, or discharged employee, who believes he/she was not suspended or discharged for just cause, must notify the Town in writing within five (5) business days after receiving notification of such action against him/her of his/her desire to appeal the suspension, lay-off or discharge.
- 10.3.1. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Department/Town's last answer.

- 10.3.2. Failure at any grievance level to meet or to communicate the decision within the specified time limits to the president of the Union or his designee shall permit the Union to proceed to the next level.
- 10.3.3. The time limit in each step may be extended by mutual agreement of the individuals involved in the step.
- 10.3.4. The term "business days" as used in this article shall mean the days Monday through Friday inclusive, and excludes Saturdays, Sundays, and holidays on which Town Hall is closed.
- 10.4. Levels of Review:
1. Department Head/Recreation Commission
  2. Town Manager
  3. Board of Selectmen
  4. Arbitration.
- 10.5. Step I:
- 10.5.1. Any employee having a grievance, or one designated member of a group having a grievance, should first take the grievance up with the department head, or at the level at which the decision was made giving rise to the grievance, who will attempt to resolve it. This oral review may be presented without the intervention of the exclusive representative, and until the grievance is reduced to writing the Union shall be excluded from the procedure if the employee so requests. However, any resolution of the grievance shall not be inconsistent with the terms of this Agreement.
- 10.5.2. The individual receiving the written grievance shall give a written decision within seven (7) business days after such presentation.
- 10.6. Step II:
- 10.6.1. If the grievance is not settled in Step I and the employee wishes to appeal the grievance, it shall be referred in writing to the next level of review within seven (7) business days after the answer in Step I. The Town Manager, or his/her designee, shall discuss the grievance within seven (7) business days with the employee and his/her representative at a time mutually agreeable to the parties.
- 10.6.2. The person hearing the grievance shall give his/her written decision within seven (7) business days following the meeting.
- 10.7. Step III:

- 10.7.1. If the grievance is not settled in Step II and the employee desires to appeal, it shall be referred in writing to the Board of Selectmen, within seven (7) business days after the Town Manager's answer in Step II. A meeting shall be held at a time mutually agreeable to the parties, within seven (7) business days of receipt of the Union's appeal.
- 10.7.2. The Board of Selectmen hearing the grievance shall give their written decision within seven (7) business days following the meeting.
- 10.8. Step IV:
- 10.8.1. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) business days after receipt of the answer in Step III. The parties shall attempt to agree upon an arbitrator within seven (7) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately jointly request the Public Employee Labor Relations Board to submit a panel of five (5) arbitrators. Either party may reject one (1) entire panel. Both the Town and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, and the other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his/her selection by a joint letter from the Town and the Union and a mutually agreeable meeting time will be arranged.
- 10.8.2. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the terms of this Agreement, he/she shall fashion an appropriate remedy. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning, or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this agreement shall be final and binding.
- 10.8.3. The fee and expenses of the arbitrator shall be paid by the parties to the grievance whose position is not sustained by the arbitrator; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

- 10.9. It is expressly understood that either party may initiate informal action with the other party to resolve the grievance prior to going to arbitration. Should either party for any reason decide to reconsider the grievance the other party shall agree to cooperate in the reconsideration. However, failure to reach a settlement shall not prejudice the Union's request for arbitration.
- 10.10. Both parties agree to adopt the terms of and incorporate into this Agreement by reference N.H. RSA 542:8 Jurisdiction of Court to Confirm, Modify, or Vacate Award.
- 10.11. Time limits indicated are considered maxima, unless extended by mutual agreement. All such agreements to extensions must be in writing.

## ARTICLE 11

### PROMOTIONS, SENIORITY, AND PROBATIONARY PERIODS

- 11.1. Accrual: For purposes of promotion, vacation, and other benefits, an employee's seniority shall be equal to his/her years of service or employment with the Town in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified in 11.2. below.
- 11.2. Termination of Seniority: Seniority for all purposes shall be terminated for any of the following reasons:
- a. Voluntary quit.
  - b. Discharge for just cause.
  - c. Failure to report for work in accordance with the provisions of a recall notice.
  - d. Absence for three (3) consecutive working days without properly notifying the Town.
  - e. Failure to be recalled from layoff or failure to return to work due to any non-occupational connected illness or accident for a period of twelve (12) months.
  - f. Retirement.
- 11.3. Seniority List: The Town shall establish and post a seniority list within thirty (30) days of the signing of this Agreement and thereafter annually during the month of April. All permanent employees in the bargaining unit shall be listed in order of decreasing seniority within job classification and the list shall include each employee's

date of employment. Any objections to the seniority list as posted must be reported to the Town within fourteen (14) calendar days from the date of posting or amendment, or it shall stand as accepted and take full force and effect. Thereafter no changes in said list will be allowed with the exception of additions and/or deletions until the signing of subsequent agreements.

- 11.4. Application of Seniority (Layoff, Recall): The Town shall give written notice to the affected employees of any proposed layoff and the reasons therefore, at least thirty (30) calendar days before the effective date thereof unless circumstances beyond the control of the Town prevent this length of notice.

With respect to layoff and recall continuous service within job classification will be applicable. In the event a layoff occurs, the least senior employee in the job classification affected shall be laid off according to their ranking on the seniority list.

The job classifications shall be:

- H Assistant Recreation Director
- H Deputy Town Clerk
- S Police Lieutenant
- S Deputy Fire Chief
- H Assistant Finance Manager
- S Recreation Director
- S Water and Sewer Superintendent
- S Public Works Manager
- S Code Enforcement Officer
- S Emergency Management Director
- S Finance Manager
- H Recreation Program Director
- S Welfare Officer
- S Deputy Police Chief
- H Animal Control Officer
- S Assessor
- H Assistant Code Enforcement Officer
- S Wastewater Treatment Plant Chief Operator

*Deputy  
Tax  
collector*

Employees shall be recalled to any vacancy within the job classification in the Town in the reverse order in which they were laid off. A person who is laid off shall maintain his seniority for twelve (12) months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail or hand-delivered letter and the employee must notify the board of selectmen within seven (7) business days after receiving notice of recall of his intention to return to work. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, or hand-delivered to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the board of selectmen with his/her

latest mailing address. In any event the employee must return to work within two (2) weeks of the date specified.

- 11.5.
1. The Town reserves and shall have the right to make promotions.
  2. Job vacancies shall be posted on all Department bulletin boards for a period of five (5) working days.
  3. Vacancies and promotions shall be filled whenever possible by the most qualified individual within the unit. Where two (2) unit employees are equally qualified, the most senior individual shall receive the position.
  4. Job postings shall include job specifications, (where available), rate of pay, job location, and also notice that it is a permanent job with a permanent rating.
  5. The above procedure shall be followed in all permanent promotions.
  6. An employee who meets the minimum qualifications and is promoted to another position may be placed in a probationary status in that position not to exceed ninety (90) days. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not found to perform the duties satisfactorily then he/she shall be returned to the same classification, pay grade, and pay step as he/she had obtained prior to the promotion.
- 11.6. Probationary Period: The first six (6) months of employment shall be considered a trial period to permit the Town to determine a new employee's fitness and adaptability for the work required. During such probationary period the employee shall not be subject to the provisions of this Agreement. This article shall apply to persons who are rehired after loss of seniority. Probationary employees may be discharged at the sole discretion of the Town and neither the reason nor the discharge may be the subject of a grievance.

## ARTICLE 12

### OVERTIME

- 12.1. Hours of work beyond the employee's normal work week, forty hours, shall be considered as overtime. Overtime shall be based on the number of hours worked, and credit shall be given for all hours paid but not worked. Overtime shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay.
- 12.2. Employees who are called back to work after the conclusion of their regular work day shall be reimbursed for a minimum

of three (3) hours of service at the rate of one and one-half (1 1/2) times the employee's current rate of pay. If the need for services is less than three (3) hours, the employee will be guaranteed three (3) hours pay at the time and one-half. If the employee is required to be called back more than once during a single three (3) hour period, the employee shall only be paid for one call back period. This Section does not apply to scheduled overtime, call back times annexed to the beginning of the work shift, or to hold-over time annexed to the end of the work shift.

- 12.3. "On Call" responsibilities shall be equalized among employees in the Department concerned.
- 12.4. Overtime provisions do not apply to salaried employees. The provisions of this article apply to the following positions:

- ✓Assistant Recreation Director
- ✓Deputy Town Clerk
- ✓Assistant Finance Manager
- ✓Animal Control Officer
- Deputy Tax Collector
- Recreation Program Director
- ✓Assistant Code Enforcement Officer

*Hourly*

- 12.5. No employee shall physically work more than thirty (30) hours overtime per week unless in the opinion of the Department Head the need exists. The Department Head shall have the right to waive the provisions of this Section to ensure that the Department has proper representation for emergencies.

### ARTICLE 13

#### COMPENSATION

- 13.1. The wage schedules for all unit employees will be adjusted as follows:

2002 - 0%  
2003 - 3%  
2004 - 3%  
2005 - 3%

In addition, the wage schedules for all unit employees will have added a 15 year and a 20 year step, effective in 2003.

- 13.1.1. All positions are salaried except Assistant Recreation Director, Recreation Program Director, Deputy Town Clerk, Assistant Finance Manager, Animal Control Officer, Deputy Tax Collector and Assistant Code Enforcement Officer.

13.2. Longevity Bonus Pay: Unit employees employed on the effective date of this agreement, April 1, 1995, who have been employed by the Town for five or more years, on an uninterrupted basis, will receive a longevity payment during the first pay period in December based on their length of service as of their anniversary date, as follows:

|                                                        |             |
|--------------------------------------------------------|-------------|
| Completion of five (5) years of continuous service     | - \$750.00  |
| Completion of ten (10) years of continuous service     | - \$950.00  |
| Completion of fifteen (15) years of continuous service | -\$1,150.00 |
| Completion of twenty (20) years of continuous service  | -\$1,350.00 |

Longevity shall be pro-rated for those employees who work less than forty (40) hours per week.

An employee eligible to receive longevity pay, who voluntarily terminates his/her employment or is dismissed for just cause shall receive a pro-rated longevity payment figured back to his/her last anniversary date, if not already paid. Unit employees employed on the effective date of this Agreement shall continue to receive longevity pay at the applicable rate, and proportional credit shall be given for continuous part-time employment.

Effective as of April 1, 1995, any employee hired after that date will not be eligible for longevity. All existing employees will be grand fathered under existing language.

#### ARTICLE 14

##### HOLIDAYS

14.1. The following dates shall be considered paid holidays:

|                       |                                |
|-----------------------|--------------------------------|
| New Years Day         | Labor Day                      |
| Washington's Birthday | Thanksgiving Day               |
| *Fast Day             | Day After Thanksgiving         |
| Memorial Day          | Last work day before Christmas |
| Independence Day      | Christmas Day                  |

\*Fast Day will be a floating holiday but cannot be used in combination with another holiday.

14.1.1. Holiday pay shall be computed at the employee's regular straight-time hourly rate for the number of hours for which they would normally and regularly be scheduled to work immediately prior to the holiday, up to a maximum of eight (8) hours.

14.2. In the event that the Assistant Recreation Director, Recreation Program Director, Deputy Town Clerk, Assistant Finance Manager, Animal Control Officer, Deputy Tax Collector and Assistant Code Enforcement Officer is required to work on one of the holidays listed above, then that employee shall receive pay at the rate of time and one half for all hours actually worked on the holiday in addition to

his/her holiday pay, if eligible.

- 14.3. For employees who work a regular Monday through Friday schedule, holidays which fall on Saturday or Sunday shall be observed on the preceding Friday or following Monday, respectively.
- 14.4. For employees who work other than a regular Monday through Friday schedule, and the holiday falls on the employee's day off, the preceding work day or next work day shall be the holiday, whichever is closer.

ARTICLE 15

LEAVE ADMINISTRATION

15.1. Vacations:

- 15.1.1. Except for those employees who are discharged, dismissed following an absence without leave, or otherwise terminated for cause, the Town shall grant vacations to its employees. Employees covered by this Agreement shall earn vacation time in accordance with the following:

| <u>Years of Service</u> | <u>Yearly Vacation Allotment</u> |
|-------------------------|----------------------------------|
| 0 - 5                   | 16 days                          |
| 6 - 10                  | 21 days                          |
| 11 - 15                 | 26 days                          |
| 16 plus                 | 31 days                          |

For the purposes of this section, one (1) day shall equal eight (8) hours. Leave will be pro rated for employees who work less than forty (40) hours per week. All leave requests for seven (7) days or more will be made at least one week in advance.

- 15.1.2. Upon termination of employment, an employee shall receive payment for all unused annual leave to his/her credit.
- 15.1.3. Employees shall not carry over more than fifty (50) days of annual leave.
- 15.1.4. Annual leave shall be available for use on January 1 of each year. For newly hired employees, annual leave for the first year shall be pro rated based on the number of calendar months, or major portion thereof, remaining in the year.
- 15.1.5. Vacations will be extended to compensate for holidays falling within the vacation period unless other specific arrangements are authorized by the Town Manager.
- 15.1.6. Any absence from duty for which leave time is paid, or for official leaves with pay, shall not constitute a break in

the service record.

- 15.1.7. Time lost by reason of leave of absence without pay, or time otherwise not worked or paid for shall not be considered in computing earned allowances of leave.
- 15.1.8. Annual leave for periods of less than eight (8) hours shall be granted at the sole discretion of the Department Head/Recreation Commission/Town Manager, whichever is applicable.
- 15.1.9. Vacations may not be used in advance of accrual.
- 15.1.10. No hourly employee shall be entitled to work his/her vacation with pay unless special authorization is granted by the Town Manager.

15.2. Sick Leave:

- 15.2.1. Sick leave is considered to be an emergency fringe benefit used only as needed. All permanent employees shall accrue sick leave at the rate of one and one-quarter (1 1/4) days for each completed month of service from the date of probationary appointment. For the purposes of this section, one (1) day shall equal eight (8) hours. Employees hired after the 20th of the month will not accrue sick leave for that month. Sick leave may accrue to a maximum of one hundred (100) days. Employees shall be entitled to sick leave from the date of probationary appointment. Time lost by reason of leave of absence without pay, or time otherwise not worked or paid for shall not be considered in computing earned allowances of leave. All sick leave will be on a pro-rated basis.

Effective April 1, 2003 time will continue to accrue above one hundred (100) days until December 31<sup>st</sup> of each year at which time the Town shall pay the employee fifty percent (50%) of the hours which were accumulated above the one hundred (100) days.

- 15.2.2. Illness for which sick leave may be granted is defined as actual personal illness or bodily injury. Sick leave will be paid at the employee's base rate of pay. An employee returning from a sick leave which exceeds three (3) consecutive work days may be required to supply a doctor's statement certifying that the employee's health is good enough to return to his/her normal duties. Upon the retirement, provided the employee has reached at least the age of 62, or fifteen (15) years of service, (except in the case of police and fire personnel, it shall be upon retirement at any age), or the death of an employee, fifty percent (50%) of unused sick leave shall be paid to the employee, or the following percentages will be paid to the employee based upon the years of service, Twenty-five percent (25%) up to five years, Thirty percent (30%) after

five but less than fifteen, or in the event of the employee's death, to the employee's spouse, beneficiary or estate, in that order, or to any person designated in writing for the purpose by the employee. The fifty percent (50%) referred to in this section shall be reduced by all sick leave borrowed in accordance with section 15.2.4. below.

- 15.2.3. Employees may borrow sick leave in the amount equal to their accrued annual leave.
- 15.2.4. Employees who qualify under the Family and Medical Leave Act may use accrued vacation time and then borrow against sick leave buy-out, as provided in section 15.2.2. above, to the maximum amount allowed (400 hours).

15.3. Bereavement Leave: Leave with pay shall be granted when a death occurs in a permanent employee's immediate family (brother, step-brother, sister, step-sister, mother-in-law, father-in-law, grandparent, grandchild, sister-in-law, brother-in-law, niece, nephew, parent, step-parent, or a blood relative or ward residing in the same house.) Such leave will be granted up to a period of three (3) consecutive work days; and ten (10) work days for a spouse, child, step-child. Special leave of one (1) working day shall be granted an employee for the purpose of attending the funeral in the event of the death of his/her son-in-law, daughter-in-law, step-grandchild, aunt or uncle, and step-grandparent.

15.4. Leave of Absence: An employee of permanent standing may be granted a leave of absence without pay by the Town Manager upon application by a unit employee. A leave of absence will be without pay, without accumulation of benefits. Such leave of absence shall be granted, not to exceed one (1) year in length, and shall only be granted when it appears that because of the past record of the employee or because of the purpose for which the leave is requested, that it is in the best interest of the Town and the employee to grant the leave without pay.

If an employee does not return to work on the designated date or receive an extension of leave, he/she will be considered to have voluntarily left employment with the Town.

15.5. For the purposes of childbearing, a female employee shall be granted a leave of absence not to exceed three (3) months. The employee will be paid for the period of disability provided that said employee has sufficient accumulated annual and/or sick leave available to cover such period. In the event that an employee requires additional time beyond that specified, application for such time may be made under 15.4.

- 15.6. Jury Duty: An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Town an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight-time hours for the Town on that day and the daily jury duty fee paid by the court or agency (not including travel allowance or reimbursement of expenses), for each day on which he otherwise would have been scheduled to work for the Town.
- 15.6.1. In order to receive payment, an employee must give the Town prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.
- 15.7. The members of the Union's bargaining committee who are scheduled to work a tour of duty during negotiations shall be granted time off without loss of pay or benefits for all meetings between the Town and the Association for the purpose of negotiating the terms of an Agreement.
- 15.8. An employee who is called to and performs short-term active duty including annual active duty for training as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided herein for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence. In order to receive payment under this paragraph an employee must give the Town prior notice of such military duty and upon his return to work, furnish the Town with a statement of the military pay received for performing such duty. Payment under this paragraph is limited to a maximum of ten (10) working days in a calendar year and will amount to the difference the employee's straight time rate for an eight (8) hour day exceeds his military earnings for the eligible days indicated.
- 15.9. Each unit "hourly" employee shall have three (3) personal days for his/her use during each calendar year. Personal leave time not used during the calendar year shall lapse. Such personal leave time shall be available for use on an hourly basis and shall require a 24 hour notice to the department head, except for emergencies.

## ARTICLE 16

### INSURANCE

- 16.1.1. The Town shall provide workmens' compensation insurance for all employees covered by this Agreement.
- 16.1.2. When an employee is absent from duty, as a result of a

personal injury or illness arising out of and in the course of his employment, the following shall apply:

a. For the first two months of workmens' compensation coverage the injured employee may use his accumulated annual and/or sick leave on a pro rata basis, in order that the injured employee receive his full net pay.

b. After the first two months coverage, in accordance with paragraph "a" above, the injured employee shall be paid his full, net pay, less the amount of workmens' compensation. Payments made under the provisions of this paragraph shall not be charged to the employee's accrued annual/sick leave.

c. After four (4) months of coverage, in accordance with the provisions of paragraphs "a" and "b" above, the Town Manager shall have the right to re-evaluate the extent, permanency, and appropriateness of the employee's injury.

- 16.2. The Town will provide each employee covered by this Agreement, with a term life insurance policy with accidental death and dismemberment features in the amount of fifty thousand (\$50,000.00) dollars.
- 16.3. The Town will provide short-term twenty-six (weeks) disability income protection for unit employees, at no cost to the employee, for all non-occupationally incurred disabilities. Said level of benefits shall be two-thirds (2/3) of the employee's weekly earnings to a maximum of five hundred (\$500.00) dollars per week in accordance with the terms of the carrier. See Appendix D.
- 16.4. The Town will provide long term disability insurance for unit employees, at no cost to the employees, for all non-occupationally incurred disabilities. Said level of benefits shall be sixty (60%) percent of basic monthly earnings to a maximum of six thousand (\$6,000.00) dollars per month in accordance with the terms of the carrier. See Appendix E.
- 16.5. The Parties further agree that the long term disability insurance set forth in this Section shall take effect only when the policy's group eligibility requirements have been fulfilled.
- 16.6. The Town will provide a group hospital, surgical and extended benefits plan, Blue Cross/Blue Shield JY coverage, million dollar major medical, Managed Care, and Participating Provider Differential endorsements included. The Town will pay one hundred percent (100%) of the premiums for single, two person, or family coverage of the employee, as applicable if the employees are eligible for such coverage. Upon the vacancy of the positions of Emergency Management Director, the Town will pay seventy five (75%) percent of the premium for those employees filling this position, while they pay the other twenty five (25%)

percent. Employees filling this position shall be allowed to participate in the Town's plan at the expense of the employee.

Effective April 1, 2003, the Town will pay 96.5% of the above premiums and the employee 3.5%. Effective April 1, 2004, the Town will pay 93% of the above premiums and the employee will pay 7%. Effective April 1, 2005 the Town will pay 90% of the premiums and the employee will pay 10%. In the event that any employee regardless of their standing of part or full time chooses to accept Blue Choice or other HMO policy offered by the Town, the Town shall pay 100% of the premium and the employee shall not pay nothing.

- 16.7. The Town will continue to provide a general liability insurance policy for all employees covered by this Agreement. This policy will be through the New Hampshire Municipal Association Property Liability Insurance Trust. Should the Town fail to provide insurance through the above carrier or comparable carrier then the Town agrees to protect and indemnify unit employees in accordance with RSA 31-104 through 31-108, or any amendments thereto.
- 16.8. An on-duty employee who administers a fatal, or a potentially fatal wound, or who is an actor in the death of another, must seek counseling within a reasonable period of time following the incident. Said counseling shall be provided by the Town.
- 16.9. The Town shall provide, at no cost to the employee, dental insurance for him/her and his/her dependents. Such insurance shall provide a level of benefits at least equal to those set forth in Appendix A of this Agreement. Upon the vacancy of the positions of Emergency Management Director, the Town will cease to pay the premium for these positions. Employees filling these positions shall be allowed to participate in the Town's plan at the expense of the employee.

## ARTICLE 17

### UNIFORMS

- 17.1. Uniform allowances shall be according to the following schedule:

|                                  |          |
|----------------------------------|----------|
| Police Lieutenant -              | \$700.00 |
| Deputy Fire Chief -              | \$700.00 |
| Water and Sewer Superintendent - | \$300.00 |
| Public Works Director -          | \$300.00 |

|                                         |          |
|-----------------------------------------|----------|
| Deputy Police Chief -                   | \$700.00 |
| Animal Control Officer -                | \$700.00 |
| Wastewater Treatment Plant Chief Oper - | \$300.00 |
| Code Enforcement                        | \$300.00 |
| Assistant Code Enforcement              | \$300.00 |
| Recreation Director                     | \$300.00 |
| Assistant Recreation Director           | \$300.00 |
| Recreation Program Director             | \$300.00 |
| Emergency Management Director           | \$300.00 |

- 17.2. The Town shall determine and provide foul weather gear and such safety equipment as is necessary for employees to safely carry out their duties.

#### ARTICLE 18

##### MISCELLANEOUS

- 18.1. Any employee who is required to use his/her personal vehicle for any job-related purpose shall be reimbursed at the current federal rate.
- 18.2. Any employee who is required by the Town to attend a seminar, course or program to maintain or improve his/her job skills shall be reimbursed for all authorized and approved expenses incurred by him including but not limited to tuition, lodging, meals and mileage.
- 18.3.1. Educational Incentive: On or about September 1 of each year qualifying unit employees shall be paid for college level credit in a job related field or in management at the following rates:
- |                                           |             |
|-------------------------------------------|-------------|
| Bachelor's Degree                         | - \$1000.00 |
| Associate's Degree                        | - \$600.00  |
| Per credit hour before a degree is earned | - \$ 10.00  |
- 18.3.2. Education pay will be pro rated for those employees who work less than forty (40) hours per week.
- 18.3.3. Effective April 1, 2003, the Town shall reimburse an employee who successfully completes a course for any subject for one degree program only. Reimbursement shall be one hundred percent (100%) for an "A" or a "B" and seventy five percent (75%) for a "C". The maximum reimbursement shall be two thousand dollars (\$2,000) per employee per year.

- 18.4. Temporary Service Out of Rank: Any unit employee who shall perform the duties of a higher rank for ten (10) consecutive days or more shall be paid at that rate while performing such duties. In the case of Assistant Recreation Director, Recreation Program Director and Police Lieutenant it shall be three (3) consecutive days or more.
- 18.5. Only applicants, with a police sergeant's rank or higher or equivalent experience in either a federal, state or local law enforcement agency, based on review of the Town, are eligible for promotion to the position of Police Lieutenant or Deputy Police Chief.

## ARTICLE 19

### SEPARABILITY

- 19.1. If any provision of this agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, laws, ordinances and regulations of the United States of America and the State of New Hampshire all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

## ARTICLE 20

### ENTIRE AGREEMENT

- 20.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Association, 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, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters

of understanding executed concurrently (or after) with the Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

- 20.2. Both parties agree that increased economic obligations negotiated under this successor agreement over those included in the Agreement expiring March 31, 1993, are subject to the approval of the legislative body.
- 20.3. The wages and benefits negotiated under this Agreement shall only apply to those employees who are employed by the Town within the bargaining unit as of the execution date of the contract.

## ARTICLE 21

### DURATION

- 21.1. This agreement as executed by the parties shall remain in full force and effect until 11:59 p.m. on March 31, 2006, or until replaced by a successor Agreement. The provisions of this Agreement shall be effective upon signing.
- 21.2. Renegotiation of this Agreement will be effected by written notification by one party as required by 273-A, as amended.
- Negotiations shall commence within two weeks of receipt of such notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 4 day of April, 2003.

WITNESS:  
[Signature]

BOARD OF SELECTMEN  
[Signature]  
Karen Knight

[Signature]  
Asa H. Knowles, Jr.

[Signature]  
Oliver L. Carter, Jr.

Witness:  
[Signature]

SEABROOK SUPERVISORY  
EMPLOYEES' ASSOCIATION  
[Signature]  
David A. Carrier

[Signature]  
Jeffrey J. Baillargeon

[Signature]  
Jack McMath

Witness:  
[Signature]

ACTING TOWN MANAGER  
[Signature]  
Joseph F. Titone

(SSEA)

Town of Seabrook Payroll Plan - 2005  
Seabrook Supervisory Employees' Association

| SSEA | Department Head Descriptions     | Hire      | 6 Mos     | 36 Mos/3 Yrs | 120 Mos/10 Yrs | 180 Mos/15 Yrs | 240 Mos/20 Yrs |
|------|----------------------------------|-----------|-----------|--------------|----------------|----------------|----------------|
|      | Deputy Police Chief              | 55,158.00 | 57,555.00 | 59,953.00    | 62,857.00      | 64,743.00      | 66,685.00      |
|      | Deputy Fire Chief                | 26.518    | 27.671    | 28.824       | 30.220         | 31.126         | 32.060         |
|      | Police Lieutenant                |           |           |              |                |                |                |
|      | Assessor                         | 57,555.00 | 59,857.00 | 60,553.00    | 60,730.00      | 62,552.00      | 64,429.00      |
|      | Finance Manager                  | 27.671    | 28.777    | 29.112       | 29.197         | 30.073         | 30.975         |
|      | Chief Plant Operator             |           |           |              |                |                |                |
|      | Public Works Manager             | 48,480.00 | 53,721.00 | 58,962.00    | 60,730.00      | 62,552.00      | 64,429.00      |
|      | Water & Sewer Superintendent     | 23.308    | 25.827    | 28.347       | 29.197         | 30.073         | 30.975         |
|      | Code Enforcement Officer         | 43,418.00 | 46,673.00 | 50,313.00    | 51,822.00      | 53,377.00      | 54,978.00      |
|      | Recreation Director              | 20.874    | 22.439    | 24.189       | 24.914         | 25.662         | 26.432         |
|      | Welfare Officer                  | 36,613.00 | 41,527.00 | 46,646.00    | 48,044.00      | 49,485.00      | 50,970.00      |
|      |                                  | 17.602    | 19.965    | 22.426       | 23.098         | 23.791         | 24.505         |
|      | Assist. Code Enforcement Officer | 36,538.00 | 39,567.00 | 41,967.00    | 44,094.00      | 45,417.00      | 46,780.00      |
|      |                                  | 17.566    | 19.023    | 20.176       | 21.199         | 21.835         | 22.490         |
|      | Animal Control Officer           | 30,252.00 | 31,776.00 | 34,773.00    | 43,645.00      | 44,954.00      | 46,303.00      |
|      |                                  | 14.544    | 15.277    | 16.718       | 20.983         | 21.613         | 22.261         |
|      | Assistant Recreation Director    | 31,737.00 | 37,555.00 | 38,496.00    | 39,651.00      | 40,841.00      | 42,066.00      |
|      | Program Director                 | 15.258    | 18.055    | 18.508       | 19.063         | 19.635         | 20.224         |
|      | Assistant Finance Manager        | 31,869.00 | 37,430.00 | 38,244.00    | 39,391.00      | 40,573.00      | 41,790.00      |
|      | Deputy Tax Collector             | 15.322    | 17.995    | 18.387       | 18.938         | 19.506         | 20.091         |
|      | Deputy Town Clerk                |           |           |              |                |                |                |
|      | Emergency Management Director    | 27,453.00 | 33,024.00 | 37,064.00    | 38,173.00      | 39,318.00      | 40,498.00      |
|      | (3/4 Time)                       | 17.598    | 21.169    | 23.759       | 24.470         | 25.204         | 25.960         |

Reflects 3% COLA effective April 1, 2005  
Effective April 1, 2003 Those employees with less than fifteen (15) years will go to their next step (not a new or additional step).