COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF SALEM, NEW HAMPSHIRE

AND

LOCAL #1801, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME)

EFFECTIVE DATES

APRIL 1, 2023

TO

MARCH 31, 2028

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PREAMBLE

Agreement effective this first day of April 1, 2023 by and between the Town of Salem, New Hampshire, acting by and through its Board of Selectmen, hereinafter called the "Town" and Local 1801 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the "Union".

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

RECOGNITION

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

Custodian

Chief Mechanic

Mechanic 1st Class

Mechanic 2nd Class

Working Foreman

Foreman (on-call)

Distribution Foreman

Systems Foreman

Solid Waste Foreman

Meter Foreman

Heavy Equipment Operator

Heavy Equipment Operator (Utilities W/Distribution lic)

Light Equipment Operator

Certified Backflow Inspector

Construction/Maintenance Repair Person - I

Construction/Maintenance Repair Person - III

Water Treatment Plant Operator - I

Water Treatment Plant Operator - II

Meter Repair Technician

Primary Operator

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

- 3. The Town for the life of this agreement agrees not to negotiate with any other employee organization or its representative on matters pertaining to the wages, hours, or conditions of employment for employees represented by the Union as stated in this Article.
- 4. The inclusion or exclusion in the bargaining unit of new classifications established by the Town shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the New Hampshire Public Employee Labor Relations Board for resolution.

EXCLUSIONS

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

Municipal Services Director

Deputy Director of Municipal Services/Operations

Deputy Director of Municipal Services/Utilities

Deputy Directory of Municipal Services/Engineering Director

Engineer

Senior Engineer

Capital Projects Engineer

Junior Engineer

Clerical Employees Chemist

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

MANAGEMENT RIGHTS

- 1. The Town, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, to direct and manage all activities of the Town.
- 2. The parties understand that neither the Board of Selectmen nor the Town Manager may lawfully delegate powers, discretions, and authorities which by law are vested in them and this agreement shall not be construed so to limit or impair their respective statutory powers, discretions, and authorities.

MAINTENANCE OF MEMBERSHIP

- 1. Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Town harmless in any such dispute.
- 2. The Union shall post notices of the provisions of Section 1 as set forth above on all departmental bulletin boards twenty (20) calendar days prior to the anniversary date.

POLITICAL FREEDOM

- 1. All bargaining unit members shall have the right to political freedom and shall have the right to belong to a political party of his/her choice.
- 2. Employees shall have the right to run for and hold any political office that would not cause a conflict of interest.
- 3. Employees shall not engage in political activities while on duty for the Town.

DUES DEDUCTION

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

SICK LEAVE

- 1. Employees shall accrue sick leave at the rate of one and one-quarter (1.25) days per month (15 days per year) with a maximum accrual of sixty (60) days.
- 2. The basis for accrual shall be the employee's date of employment with the department.
- 3. Employees, who on the effective date of this agreement have in excess of sixty (60) days of sick leave shall be allowed to use those excess days as outlined in this Article.
 - a. Current employees in excess of sixty (60) days of sick leave are grandfathered in at seventy-two (72) days until they drop below sixty (60). Once the total drops below sixty (60) that is the new maximum.
- 4. Disability which is not job-related and which exceeds 15 calendar days shall be covered by the Short and Long Term Disability policy as outlined in the INSURANCE Article of this agreement.
- 5. Sick leave may be used for the employee's illness or injury, and that of any household member and/or dependent of the employee.
- 6. Abuse of the sick leave benefits, as determined by the Municipal Services Director, shall be grounds for disciplinary action.
- 7. After completion of ten (10) years of service, upon voluntary separation from service or lay-off, employees will receive payment for unused sick leave at the rate of one (1) day for each remaining one (1) day.
- 8. Sick leave pay shall be based on the employee's current base rate of pay.
- 9. An employee reaching the maximum earned sick leave accumulation of sixty (60) days will be paid, annually, for the earned sick leave not used which is in excess of sixty (60) days, in the following manner:
 - a. Payment of one (1) day per three (3) days earned but not used.
 - b. Said calculation will be made as of December 31 of each year and payment will be made by March 1 of the following year.
- 10. Employees may designate a beneficiary for the purpose of receiving accrued sick leave in the event of the employee's death.

Jury Duty

- An employee called as a Juror will be paid the difference between the compensation received for such service and the amount of straight time earnings lost by reason of such service.
 Satisfactory evidence of such service must be submitted to the employee's immediate supervisor in order to process payment.
- 2. Employees who are excused for Jury Duty before noon will make every reasonable effort to return to work that day.

VACATION LEAVE

- 1. Employees shall accrue vacation leave in accordance with the following schedule:
 - a. Start, through completion of 5 years of service -
 - 2 weeks per year or 6.66 hours per month
 - b. Thereafter through completion of 10 years of service -
 - 3 weeks per year or 10 hours per month
 - c. Thereafter through completion of 19 years of service -
 - 4 weeks per year or 13.33 hours per month
 - d. Thereafter through separation
 - 5 weeks per year or 16.66 hours per month
- 2. Employees may accrue not more than one and one-half (1.5) times their annualized accrual as illustrated below:
 - a. Start, through completion of 5 years of service -
 - 3.0 weeks, or 120 hours
 - b. Thereafter through completion of 10 years of service -
 - 4.5 weeks, or 180 hours
 - c. Thereafter through separation -
 - 6.0 weeks, or 240 hours

At no time shall an employee's total accrual exceed these amounts except when an employee's request is cancelled/refused by the Municipal Services Director or designee due to working conditions. Employees with at least 20 years of service on April 1, 2016 will continue to be allowed to accrue up to 300 hours of vacation time.

- 3. The basis for accrual shall be the employee's date of employment with the department.
- 4. Choice of vacation dates shall be granted whenever practicable by the operating requirements of the Town as determined by the Municipal Services Director, or his designee, shall prevail. Vacation may be taken in one (1) hour amounts with approval from a supervisor. Does not require 24-hour notice. When more employees than can be spared request a particular period preference will be in order of Department seniority provided the remaining employees are qualified to do the work.

- 5. Employees shall receive payment for remaining vacation leave upon separation from service.
- 6. Vacation pay will be calculated on the employee's current base rate of pay and shall not exceed eight (8) hours per day.
- 7. Employees may designate a beneficiary for the purpose of receiving accrued vacation leave in the event of the employee's death.
- 8. An employee with ten (10) or more years of total service shall be given the ability to sell a maximum of one week (40 hours) of accrued vacation leave back to the Town.

BEREAVEMENT LEAVE

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

Spouse

Sister

Father

Brother

Mother

Child

Father-in-law

Mother-in-law

Daughter-in-law

Son-in-law

A blood relative or ward residing in the same household.

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

Grandmother

Sister-in-law

Grandfather

Aunt

Grandchild

Uncle

Brother-in-law

Spouses' Grandparent(s)

3. If additional time is needed, other paid time off can be used until the employee is able to return to work.

HOLIDAYS

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

New Year's Day

Juneteenth

Civil Rights Day

Columbus Day

Presidents Day

Veteran's Day

Memorial Day

Thanksgiving Day

Independence Day

Day After Thanksgiving

Labor Day

Christmas Day

- 2. Excluding unit members assigned to the transfer station, whenever a holiday listed above falls on a Sunday it shall be observed on the next Monday. Excluding members assigned to the transfer station, whenever a holiday listed above falls on a Saturday it shall be observed on the preceding Friday.
- 3. Unit members assigned to the transfer station shall be paid for eight (8) hours at their regular set time hourly rate whenever a holiday listed above is observed on a day they are regularly scheduled to work.
- 4. All work performed on a holiday shall be at the rate of time and one-half over and above regular hours paid for the holiday, for all hours worked.
- 5. An employee shall be entitled to the holiday pay referred to in Section 4 of the article, if he/she is in a paid status the day preceding and the day following the particular holiday, but not otherwise.
- 6. All hours paid on a holiday shall be counted as hours worked when computing overtime.

ARTICLE 12A

PERSONAL LEAVE

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

UNION BUSINESS

- 1. The Union shall notify the Town of the names of employees who hold office within the Union.
- 2. With prior advanced notice to their supervisors, employees acting as representatives of the Union shall be given a reasonable opportunity to meet with the Town, or its designees, and union members during working hours without loss of compensation or benefits.
- 3. Employees elected as delegates to the New Hampshire Public Employees Council #93 Convention, or the New Hampshire State Labor Council Convention shall be granted a leave of absence with no loss of pay, not to exceed two (2) working days per year. This leave of absence shall only be entitled to a maximum of two (2) Union members to attend the above-mentioned Convention and shall be paid upon receipt of verification of attendance.
- 4. The Town shall provide space for a bulletin board for the posting of Town and Union notices.

 The Department shall locate the bulletin board in a convenient place. No notices shall be posted in or around the Town property except on such board and then only after approval by the Municipal Services Director as being suitable for posting. No Union notice shall be posted unless it has been signed by the Union President/Chapter Chairperson.
- 5. Notices must relate to legitimate Union business, including but not limited to the announcement of meetings and the election of officers. The Union shall assume all costs incidental to the preparation of such notices. The privileges granted in this section shall not apply to notices that are partisan, political, or defamatory in nature.

<u>SAFETY</u>

- 1. The Municipal Services Director, or designee, shall have the right to make regulations regarding the health and safety of employees during their hours of work.
- 2. The Union and its members agree to exercise proper care to be responsible for all Department property issued or entrusted to them.
- 3. If the Town requires special safety clothing, it will be provided to those employees required to wear such clothing.
- 4. In the event clothing is issued, employees issued such clothing will be responsible for normal maintenance and cleaning of such clothing.

HOURS OF WORK

- 1. For payroll purposed only, the normal workweek shall consist of seven (7) consecutive days commencing at midnight Saturday.
- 2. The normal workweek shall be comprised of five (5) eight (8) hour days or four (4) ten (10) hour days within the workweek established in Section 1, hereof. To implement the four (4) day workweek, the Town and Union must mutually agree to implement.
 - a. The Town and the Union agree to temporary or situational flex schedules. This provides for changes in the typical work schedule. If due to weather (snow or extreme heat) or other temporary circumstances, a slight shift in operational times are needed for the health and well-being of the employees or for better efficiencies, the Town will work with the Union to adjust accordingly.
 - i. An example of a flex schedule could be the employees have plowed for a long duration storm. The roads and sidewalks have been cleared around 10am. The employees have already worked their contractual hours for the day (midnight to 10am) and if not needed, could be asked to go home without the use of vacation, sick or personal time. Another example could be when a heat wave hits during the summer. Work could start earlier in the day and finish earlier in the day to avoid some of the heat.
- 3. Except as provided in Article 19 hereof (SPECIAL EMERGENCY RATES) employees shall be paid time and one-half (1.5) as follows:
 - a. Employees assigned to a 4 day 10 hours per day workweek shall be paid time and oneone half for all hours worked in excess of 10 per day.
 - b. Employees assigned to a 5 day 8 hours per day workweek shall be paid time and one-half for all hours worked in excess of 8 per day.
 - c. All employees shall be paid at the time and one-half rate for all hours worked in excess of 40 per week.
- 4. Any person who has left their place of employment and is recalled to work prior to their next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half. If called in an additional time during those three hours, it is considered part of the initial recall. Once the initial three-hour recall time has lapsed, an additional call would constitute an additional recall.

- 5. The regular work schedule will not be interrupted to avoid payment of overtime unless requested by the employee and approved by the Municipal Services Director or his/her designee.
- 6. Overtime work shall be assigned first on a rotating basis among all qualified employees by classification within the section of the division which normally performs the work. If the assignment cannot be filled by these employees, the assignment shall be made on a rotating basis from among other qualified employees within the section. If the assignment cannot be filled from the section which normally performs the work, the assignment shall be made from other qualified employees within the division on a rotating basis. Newly hired full time employees in their six-month probationary period shall be offered the overtime opportunity before it leaves the requesting division. If the overtime assignment cannot be filled from within the division which normally performs the work, then such assignment shall be made on a rotating basis from among qualified employees from outside the division. A rotation roster will be maintained in each division (Highway and Utilities) and will be posted in each division. The rotation roster will be updated weekly on Friday.

6A. Jobs in progress at the end of the regular workday may be continued by the same employees (including probationary employees).

- 7. An employee offered overtime will be excused at his/her request provided authorized personnel are available and willing to meet the need and shall not be offered it again until their name comes up again in the rotation referred to in Section 6. A record of the overtime work will be furnished to the Union as its requested.
- 8. Employees not included in the recognized bargaining units shall not perform work normally assigned to employees in the bargaining unit s to displace said employees.
- 9. All foremen, or an employee filling in for a foreman, may be scheduled in addition to the regular workday one-half (1/2) hour for the purpose of attending meetings, and opening buildings to the public.

EDUCATION INCENTIVE PROGRAM

- 1. The Town shall not be required to expend more than \$3000.00 in total in any given fiscal year for this program.
- 2. In order to qualify for reimbursement, the member must secure prior approval from the Town Manager and must successfully complete the course with a grade of "C" or better. Approval to take a course is on a first come first serve basis.
- 3. The department shall reimburse members of the unit for all cost of tuition and books up to \$1000.00 per employee per year for taking job related courses or courses taken in conjunction with management or public works related degree programs.
- 4. Payment will be made upon submission of verification of completion of course work and proof of payment.
- 5. If a unit member terminates his/her employment within one (1) year after receiving any academic reimbursement, they will reimburse the Town for course(s) taken as stated in the "letter of commitment" which will be signed prior to course approval.

TRAINING OPPORTUNITIES

- 1. With prior approval, the costs related to tuition, registration, and transportation, whether personal or town provided which are directly associated with training for a bargaining unit member in order to maintain licenses as required by the employee's job description, exclusive of CDL, shall be paid for by the town.
- 2. Any licenses, exclusive of CDL, held by a bargaining unit member and required by their job description, may be kept valid, at the Town's expense.
- 3. Job training opportunities shall be posted on the department bulletin board with a copy provided to the Chapter Chair. Said posting shall describe the course including the hours of attendance, minimum qualification, application procedure and number of openings available.
- 4. Notice of available training opportunities will be posted.
- 5. The Department shall select employees to participate in training opportunities based on prior training, performance, ability, classification seniority, education and experience.

EMERGENCY WORK

- 1. It shall be the duty of all able-bodied employees to make themselves available during the course of emergencies. Deliberate refusal to work during such situations without adequate justification may result in disciplinary action.
- 2. When an employee responds to an emergency work situation and due to hours worked and/or physical exhaustion, is relieved from working the normal forty-hour work schedule, and such employee is required to work on a Saturday then such Saturday work shall be paid at the overtime rate.
- 3. If an employee is called back from a previously approved vacation/personal/ sick leave due to an emergency situation, all hours of work shall be paid at the time and one-half rate of pay until the employee returns to his/her regular work schedule.
- 4. Emergencies shall only be determined by the Municipal Services Director, or his designee(s), including Deputy Directors. Generally, an emergency may be considered any event that occurs at any time that directly impacts the safety, functionality and well- being of the public, and requires the immediate response of employees for extended hours.
- 5. After a plow operation has begun, each employee assigned to plowing duties shall be entitled to a 15-minute break period during which the employee is expressly permitted to leave his or her truck for the purpose of reducing fatigue.

The break shall be taken, upon request by the employee with the approval of the Municipal Services Director or their designee but shall be requested no earlier than after three hours of actual driving time. If a request is made, the Director or their designee shall ensure that the break is approved not later than five hours of actual driving time.

SPECIAL EMERGENCY RATES

- 1. Employees shall be paid double time and one-half (2.5) for all work performed in excess of sixteen (16) consecutive hours as authorized by the Municipal Services Director or designee(s).
- 2. If an employee leaves work at double time and one half rate, and is recalled to emergency work within a three (3) hour period he/she shall return to work at the double time and one half rate for a minimum of three (3) hours.

STANDBY TIME

- 1. a. Employees shall receive a daily payment of one (1) hour, at time and one-half (1.5), of pay for each weekday they are required too standby.
 - b. Employees are required to maintain communication with the Public Works Division during stand-by period(s).
 - c. Employees shall receive a daily payment of one (1) hour, at time and double time (2), for each holiday and Sunday they are required too standby.
- 2. There will be no reduction in recall time or recall rate if an employee is called and reports to work while on standby.
- 3. The Town will provide a truck to those unit members assigned to weekly standby. Such vehicle shall be used for official business only.
- 4. The Town will provide cellular phones to those unit members assigned to weekly standby.

RATINGS

- 1. An employee may be temporarily assigned to the work of any position of the same or lower pay grade without change in pay. Upon cessation of such temporary assignment such employee shall be restored to their original position
- 2. When an employee is temporarily assigned to work in a higher pay grade, they shall receive the pay rate of the higher grade while so assigned, but in no instance shall they receive less than one-half (1/2) hour's pay at the higher grade.
- 3. All upgrades shall first be offered to available qualified unit members from within the section the work is to be performed.

CONTINUOUS TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

- 1. In the event an employee is temporarily promoted to a position in a higher classification, time in that position will be credited, if satisfactory, toward the completion of the probation period. In such a situation the position must become permanent, and the employee must have served on a continuous basis in the promotional position.
- 2. Temporary positions will be posted and awarded as provided in Section 1, 2, 3 of the ARTICLE 28, PROMOTIONS AND TRANSFERS.

INSURANCE

- 1. <u>Life Insurance</u> The Town agrees that it will provide to each member of the unit life insurance coverage with the following benefits:
 - A. One year's base salary, the next highest thousand, to be paid upon non-work related non-accidental death.
 - B. Two times one year's base salary, to the next highest thousand, should the death be accidental and non-work related.
 - C. Three times one year's base salary, to the next highest thousand, should the death occur while the employee is on duty or to and from duty.
- 2. Short and Long Term Disability The Town shall select a carrier and provide employees with coverage for both short- and long-term disability coverage. The Town shall play the entire cost of the premium. During a non-work-related disability, the employee must contribute to the New Hampshire Retirement System. The employee will make arrangements with Payroll and/or Human Resources for this contribution to be made. The Town will bring the employee's wages up to 70% of base wage (not including overtime pay or other incentives) while the employee is on Short-Term Disability. Employees on Long-Term Disability will be paid in accordance with the current policy (66 2/3% of base pay up to \$10,000.00 per month). Per the Disability Policy, eligible employees may have coverage up to Social Security Retirement Age.

3. Health Insurance

Effective January 1, 2024, the cost share for the HMO15 plan shall change from 95/5 to 85/15

		Town Share	Employee Share
•	HMO15	85%	15%
•	HSA*	91%	9%

*Enrollment in the HSA plan includes an annual contribution by the Town to the employee's HSA account. The contribution is \$3,750.00 for a 2-person or Family plan and \$1,875.00 for a single plan. This contribution is made on or about January 1 of each calendar year, or as soon as is practicable following enrollment for employees enrolling mid-year.

The Town shall continue to provide the current health insurance plan options or equivalent at the Town/Employee cost-sharing ratio listed above. Any changes to Health Care shall be negotiated as part of Collective Bargaining.

Employees who elect not to subscribe to a health insurance plan, for which they would be otherwise eligible, will be paid an annual stipend in consideration of said election. The stipend shall be in the sum of \$4,000.00, or the actual savings to the Town, whichever is less, and shall be pro-rated for elections of less than a full year.

In order to qualify for this payment, the employee must: (a) provide the Town with satisfactory proof that he/she has equivalent medical insurance from another source, and (b) not be covered under a family or 2-person plan that is otherwise being paid for in full or in part by the Town.

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

WORKERS' COMPENSATION

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

- 1. The employee shall receive full pay for the first four (4) weeks of disability. During this time, the employee shall sign his Workers' Compensation check over to the Town.
- 2. From five (5) through fifty-two (52) weeks of disability the employee shall receive 75% of his gross pay.
- 3. In the event that the employee is receiving a Workers' Compensation check, and that check is greater than 75% of his gross pay, the employee shall keep the entire check.
- 4. In the event that the Workers' Compensation check is less than 75% of gross pay, or no check is received, the Town will issue a separate check of the difference between whatever is received and 75% of gross pay. From this check, the Town will make deductions for F.I.T., and other voluntary deductions approved by the employee.
- 5. The Town, and its Workers' Compensation Carrier, retains the rights to request updated medical information during the disability for which the Town or Carrier is responsible to pay.
- 6. A Workers' Compensation claim, which results in lost time must be supported by a doctor's statement outline: the nature of the disability; prognosis for recovery, probably length of disability.
- 7. Prior to returning to work, the employee shall provide a doctor's statement clearing the employee to return to his regular duties.
- 8. The Town will refer to the Workers' Compensation Carrier, for action, instances where an employee is engaged in alternate work while on a work-related injury/illness absence.
- 9. Employees absent and covered by Workers' Compensation shall not lose any benefits or privileges contained in this agreement.

SENIORITY

- 1. There shall be four types of seniority:
 - a. Department Seniority
 - b. Classification Seniority
 - c. Division Seniority
 - d. Section Seniority

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

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

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

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

- 2. <u>Department Seniority</u> shall prevail in matters concerning lay-offs and rehiring. Qualified and available permanent employees shall be re-instated before new employees are hired; provided, however, all re-instatement rights cease after two (2) years from the date of lay- off.
- 3. Department Seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in Article 28 of this agreement.
- 4. No employee shall have the right to replace another employee in any classification by virtue of Department Seniority alone, except that, in the event of a permanent lack of work in any classification, those employees concerned in that classification shall be assigned to the next lower classification for which they are qualified and for which they have Department Seniority. Displaced employees in those lower classifications shall have the same rights of reassignment as referred to in this Section 4.

- 5. Upon receiving a promotion an employee's name shall be entered at the bottom of that particular classification seniority list to which he/she has been promoted, regardless of his/her Department Seniority of other employees already in that job, until such time as other promotions are made into this classification. New promotions shall be entered at the bottom of that particular classification Seniority list concerned.
- 6. Until an employee has served the one (1) year, initial probationary period, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause, and such discharge or lay-off shall not be subject to the grievance procedure.
- 7. An employee shall not forfeit seniority during absences caused by:
 - a. Illness resulting in total temporary disability due to his/her regular work with the Department involved, certified by an affidavit from Workers' Compensation Carrier.
 - b. Illness not the result of his/her misconduct, resulting in total temporary disability, certified to by a physician's affidavit every three months.
 - c. Maternity leave will not affect the seniority of an employee.
- 8. An employee shall lose his/her seniority for, but not limited to, the following reasons:
 - a. If an employee is discharged and if such discharge is not overruled by an appropriate authority.
 - b. if he/she resigns.
- 9. The employee's present classification seniority as of the effective date of this contract, shall be the only type of seniority considered for the purpose of establishing the classification seniority system called for in this Article. This classification seniority must have been continuous in nature to merit consideration under this section. The preparation and maintenance of the Classification Seniority Roster shall be the responsibility of the Town, approved by the Union, and is to be a part of this agreement. The seniority list to be drawn up and posted twice a year in January and July.

DISCIPLINARY PROCEDURES

- 1. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken. Employees shall be granted the option to have a Union representative present at all levels of disciplinary action.
- 2. All suspensions and discharges must be stated in writing and the reasons stated and a copy given to the employee(s) and the Union, at the time of suspension or discharge.
- 3. Disciplinary actions will normally be taken in the following order:
 - a. Verbal warning
 - b. Written warning
 - c. Suspension
 - d. Discharge

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

- 4. No employee shall be penalized, disciplined, suspended, or discharged without just cause.
- 5. Upon the employee's request, their personnel record will be cleared of suspension notices after a period of three (3) years from the date of suspension provided there are no similar infractions committed during the intervening period.
- 6. The following time limitations may be extended by mutual agreement of the parties. The alleged conduct leading to the disciplinary action must have occurred within six (6) months of initiating the action.
 - a. <u>VERBAL WARNING</u>: A verbal warning will be issued by ANY supervisor within ten (10) working days (Monday-Friday) of the supervisor's knowledge of the event(s) on which the warning is based. The supervisor will advise the employee of the cause of the warning and will offer remedial suggestions.

- b. WRITTEN WARNING: A written warning will be issued to the employee by the Department Head, or his designee, within ten (10) working days (Monday-Friday) of knowledge of the event on which the warning is based. The warning will include the nature of the offense and remedial suggestions. Copies of the warning will be forwarded to the Union President/Chapter Chairperson and employee's personnel file. Effective April 1, 2016, new warnings will be removed from the employee's file in the event that the offense does not recur within thirty six (36) months from the date of the warning.
- c. <u>SUSPENSION</u>: The Department Head will recommend suspension, with or without pay, to the Town Manager within twenty (20) working days (Monday-Friday) of knowledge of the incident on which the recommendation is based. The recommendation will state the reason for the action and will include remedial suggestions. Copies of the recommendation will be forwarded to the employee, the Union President/Chapter Chairperson, and the employee's personnel file. The Town Manager will conduct a hearing on the matter within twenty (20) working days of receipt of the recommendation and will render a written decision to the employee within fifteen (15) working days of the hearing. Copies of the decision will be forwarded to the Union President/Chapter Chairperson and the employee's personnel file.
- d. <u>TERMINATION</u>: The Department Head will recommend termination to the Town Manager within twenty (20) working days (Monday-Friday) of knowledge of the incident on which the recommendation is based. Copies of the recommendation will be forwarded to the employee, the Union President/Chapter Chairperson, and the employee's personnel file. The Town Manager will conduct a hearing on the matter within twenty (20) working days of receipt of the recommendation and will render a written decision to the employee within fifteen (15) working days of the hearing. Copies of the decision will be forwarded to the Union President/Chapter Chairperson and the employee's personnel file.

GRIEVANCE PROCEDURE

1. Definition

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

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

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

If at any time the employee submitting the complaint believes that the complaint has been ignored, delayed or forgotten, they shall contact the Municipal Services Director and/or the Human Resources Director.

2. Procedure

STEP ONE

An employee desiring to process a grievance must file a written statement of the grievance to the Municipal Services Director no later than ten (10) working days after the employee raises the compliant with his or her Division Head, and in no case more than six (6) months from the occurrence. The supervisor shall meet with the employee of his representative within twenty (20) working days (Monday-Friday) following receipt of the notice and shall give a written decision within twenty (20) working days thereafter.

STEP TWO

If the employee is not satisfied with the Municipal Services Director's decision, he/she may file, within ten (10) working days (Monday-Friday) following the decision, a written appeal with the Town Manager or designee setting forth the specific reasons why he/she believes the agreement is being violated by the Town action in question. Within twenty (20) working days (Monday-Friday) following a receipt of the appeal, the Town Manager shall meet with the employee and shall issue a written decision on the matter within twenty (20) working days (Monday-Friday) thereafter.

STEP THREE

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

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

- 3. The cost of arbitration shall be borne equally by the Town and the Union.
- 4. The foregoing time limitations may be extended by mutual agreement of the parties.
- 5. Failure of the grievant to abide by the time limits set out in this Article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Town. Failure of the Town or its representatives to provide a decision at any step of the procedure shall result in the grievance automatically progressing to the next step of the procedure.

PROMOTIONS AND TRANSFERS

- 1. The Town reserves and shall have the right to make promotions and transfers of employees on the basis of qualifications, ability, and performance of duty as judged be the Municipal Services Director but shall be governed by seniority where two or more applicants are determined to be the same. Applicants from within the Section in which the vacancy exists shall be given preference over other applicants from within the unit and priority between such applicants shall be determined by Section seniority. If there are no qualified applicants from within the Section, priority between equally qualified competing applicants from within the unit shall be determined first by division seniority and finally departmental seniority.
- 2. Jobs to be filled through promotions shall be posted on department bulletin boards for a period of ten (10) calendar days. A copy of the posting will be forwarded to the Union President/Chapter Chairperson.
- After an award is made of a promotion the name of the person promoted shall be posted for ten (10) calendar days. A copy of the posting will be forwarded to the Union President/Chapter Chairperson.
- 4. Employees who are absent for the entire posting process shall be included for consideration for available positions, provided that the length of the absence does not impede the selection process. Upon being advised of the opportunity, the employee must advise the Department Head concerning their interest in the position.
- 5. When a question as to the proper person having been chosen to fill any job arises and it cannot be resolved, it will be settled by using the grievance procedure in Article 25, provided, however, the grievance must be initiated within the ten (10) calendar day posting period referred to in paragraph 3 above.
- 6. Job posting shall include job specifications, rate of pay, job location, the shift and also if the job is permanent with a permanent rating.

- 7. The above procedures shall be followed in all promotions, vacancies, and transfers whether temporary or permanent, provided, however, the Town may establish a back- up list to fill temporary vacancies.
- 8. An employee who is promoted or transferred to a new position shall be placed in a probationary status for at least six (6) months. The employee shall periodically be evaluated to determine if they are performing in a satisfactory manner. If an employee is not able to satisfactorily perform their new duties, they shall be reduced in status to the same classification, pay grade and pay step as they had obtained prior to promotion. In such an instance, the Town reserves the right to initiate action to implement such staffing.
- 9. An employee promoted to a new position shall be placed on the pay step of the new position that first provides them a raise in pay of not less than five percent (5%) over the pay they were making in the position they occupied immediately prior to promotion.

NO STRIKE

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

UNIFORM AND BOOT ALLOWANCE

As of the effective date of this contract or shortly thereafter, the Town will no longer contract with a Uniform Company.

- 1. The Town will provide the initial issue of uniforms for newly appointed employees. Such uniforms must be secured from approved suppliers.
 - a. Six Pairs of pants, Three shirts: Polo, Industrial flex, Six T-shirts (long or short sleeve), Three Sweatshirts and/or Pullovers, Two Everyday Jackets – Packable Tactical, Industrial like Jacket, One Heavy Duty Jacket, One set of Coveralls, One Baseball hat or Winter hat.
 - b. In the event that employment is terminated for any reason within the first year, the employee will return the initial set of uniforms.
- 2. Every year thereafter, the annual allowance shall be \$1,000.
 - a. Eligibility for uniform allowance, full or pro-rated share, commences one (1) year after appointment, allowance year is January December or pro-rated thereof.
 - b. In the event employment is terminated for any reason within the first year, the employee will return the initial uniform.
- 3. Newly hired employees in their probationary period will receive a \$250 boot allowance.
- 4. Fleet Section employees of MS Public Works will receive an additional initial outfitting of 3 sets of coveralls.

The following guidelines shall apply:

- 1. The Department will procure a vendor who will provide the uniform and the Department will place the order on or about April 1st.
- 2. The Director of Municipal Services will work with the union on establishing those clothing items that are acceptable for purchase and the respective type. This dress code will be mutually agreed upon by the Director with input from the AFSCME representatives.

3. A reasonable amount of funding will be included in the department budget for the replacement of uniform articles which may be stolen or irreparably damaged during the course of regular duty, including day to day requirement of the positions. This funding shall not be part of the annual uniform allowance.

In order for the Town to consider replacement, the employee must be able to prove definitively when, where, and how the damage/loss occurred. A claim form must be submitted to the Division Director no more than three days which the loss or damage occurred. Damages will be tracked so as to avoid over excessive unfounded requests.

MILITARY LEAVE

- 1. Military leave of absence, without pay, shall be granted to any employee called to active duty with the State or Federal forces for a temporary tour of duty other than the routine annual training period. Employees ordered to extended active duty in the Armed Forces in time of war or similar national emergency shall be allowed two (2) weeks' pay and granted all accumulated vacation and holiday leave with pay. Their job status shall not be affected by such leave.
- 2. Employees who are members of the National Guard or a Federal Armed Forces Reserve Unit shall be paid up to two (2) workweeks annually if ordered to duty for training purposes.
- 3. Employees requesting payment under this Article shall submit copies of their orders to the Department Head for review prior to the starting date of the training period.

FLEXIBLE SPENDING AND DEPENDENT CARE ACCOUNTS

The Town of Salem shall 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 Dependent Care Account (DCA), consistent with IRS Code Section 125. See Human Resources for details and to enroll. Medical Flexible Spending Accounts are not available to those employees enrolled in an HSA health plan (per IRS regulations).

STABILITY OF AGREEMENT

- 1. Should any Article, section, or portion thereof, of this Agreement be in violation of a State law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, section or portion thereof.
- 2. This Agreement has been Sanbornized. The monies needed to fund this Agreement were appropriated at the March 2023 Town Meeting. This Agreement shall be deemed expired at the end of the term for which monies have been appropriated, March 31, 2028.

AFSCME WAGES

Employee wages are established in accordance with the Wage Scale attached as Appendix A.

The wage scale for AFSCME employees has been modified to reflect the current market. Most positions have been adjusted receiving a flat \$2.00 an hour increase. The mechanic positions have been adjusted differently to reflect the market of that type of work. The newer position of "primary operator" in water has also been added to the scale.

Current employees with fewer than 15 years working for the Town of Salem, will remain in their current step on April 1st. They will move to their next step on their anniversary. Employees with 15 years of working for the Town of Salem or greater, will advance a step on April 1, 2023. They will receive their next step on their current anniversary.

In cases when an employee with fifteen (15) or more years is promoted to a higher grade but lower step, he/she shall proceed through each step annually.

The Town will make a Cost-of-Living Adjustment to each employee's wages of 3.5% effective April 1 in 2024, 2025, 2026 and 2027.

Based on an applicant's experience and qualifications, the Town reserves the right to hire a new employee up to Step 2 on the wage scale. However, any current non-probationary employee in the same job classification who would be below the new hire and exhibits the same qualifications and experience, shall also move to the same step as the new hire.

COMPLETE AGREEMENT

- 1. This agreement upon ratification supersedes and cancels all prior practices and agreements whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.
- 2. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union for the duration of this agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

DURATION

- 1. This agreement shall be effective April 1, 2023 through March 31, 2028.
- 2. In witness thereof, the parties hereto have caused these present to be signed their duly authorized officers and representatives on Morch 30 + 31, 2023

FOR AFSCME, LOCAL #1801

FOR THE TOWN OF SALEM

BOBBY JONES

NH Staff Representative for AFSCME Council 93

KYLE FOX, Chapter Chair AFSCME, Local 1801

CHRISTOPHER A. DILLON

Town Manager

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* In the event a custodian is required to have a CDL as a condition of employment, he shall be paid at the Highway LEO Rate

^{*} Utilities Foremen who have not obtained required licenses shall be paid at the Highway Foreman Rate until licensing is obtained

^{*}The Town Manager can start a new hire from Start step up to Step 2

^{*}Employees will progress to Step 11 upon fifteen (15) years of employment and after completing one year of employment at step 10

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HIRE 1742 1742 2742	2025		2%		3%				2%		1.50%	%	3%
STAND STAN		HRE	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	15 Years
NUCLOSE ATOM NANITEDAMCE REPAIR - 1 26.25 5.26.29 5.	I TO THE CONTRACT OF THE CONTR	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
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HIRE 1 Year 2 Years 3 Years 4 Years 5 22.57 \$ 23.70 \$ 24.41 \$ 25.14 \$ 25.90 \$ 22.57 \$ 23.70 \$ 24.41 \$ 25.14 \$ 25.90 \$ 25.20 \$ 26.46 \$ 27.25 \$ 28.07 \$ 28.91 \$ 25.20 \$ 26.46 \$ 27.25 \$ 28.07 \$ 28.91 \$ 27.17 \$ 28.53 \$ 29.38 \$ 30.27 \$ 31.17 \$ 28.70 \$ 30.14 \$ 31.04 \$ 31.97 \$ 32.93 \$ 28.70 \$ 30.14 \$ 31.04 \$ 31.97 \$ 32.93 \$ 26.49 \$ 27.81 \$ 28.65 \$ 29.51 \$ 30.39 \$ 26.49 \$ 27.81 \$ 34.88 \$ 35.51 \$ 30.39 \$ 26.49 \$ 27.81 \$ 34.88 \$ 35.51 \$ 30.39 \$ 26.49 \$ 27.81 \$ 34.88 \$ 35.51 \$ 30.39 \$ 26.49 \$ 27.81 \$ 28.53 \$ 29.51 \$ 30.39 \$ 26.40 \$ 27.34 \$ 28.36 \$ 29.51 \$ 29.83 \$ 26.04 <th>3 Years 4 Years 5 Years 6 Years 7 Years 8 Years 5 ZFD 3 5 ZFD 4 5 ZFD 5 5 ZFD 5 5 ZFD 5 5 ZFD 5 5 ZFD 8 5 ZFD 5 5 ZFD 8 5 ZFD 5 5 ZF</th> <th>9 Years 10 Years 15 Years STEP 9 STEP 10 STEP 11 \$ 28.73 \$ 29.16 \$ 30.04 \$ 32.08 \$ 32.56 \$ 33.54 \$ 34.59 \$ 35.10 \$ 36.16 \$ 36.09 \$ 36.63 \$ 37.73 \$ 36.53 \$ 37.08 \$ 38.19 \$ 33.72 \$ 34.23 \$ 35.25 \$ 40.58 \$ 41.19 \$ 42.43 \$ 32.41 \$ 32.89 \$ 33.88 \$ 33.15 \$ 33.84 \$ 34.65</th>	3 Years 4 Years 5 Years 6 Years 7 Years 8 Years 5 ZFD 3 5 ZFD 4 5 ZFD 5 5 ZFD 5 5 ZFD 5 5 ZFD 5 5 ZFD 8 5 ZFD 5 5 ZFD 8 5 ZFD 5 5 ZF	9 Years 10 Years 15 Years STEP 9 STEP 10 STEP 11 \$ 28.73 \$ 29.16 \$ 30.04 \$ 32.08 \$ 32.56 \$ 33.54 \$ 34.59 \$ 35.10 \$ 36.16 \$ 36.09 \$ 36.63 \$ 37.73 \$ 36.53 \$ 37.08 \$ 38.19 \$ 33.72 \$ 34.23 \$ 35.25 \$ 40.58 \$ 41.19 \$ 42.43 \$ 32.41 \$ 32.89 \$ 33.88 \$ 33.15 \$ 33.84 \$ 34.65
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		-
PRIMARY OPERATOR \$ 38.07 \$ 39.97 \$ 41.17 \$ 42.41 \$ 43.68	\$ 42.41 \$ 43.	\$ 48.46 \$ 49.19 \$ 50.66

^{*} In the event a custodian is required to have a CDL as a condition of employment, he shall be paid at the Highway LEO Rate

* Utilities Foremen who have not obtained required licenses shall be paid at the Highway Foreman Rate until licensing is obtained

*The Town Manager can start a new hire from Start step up to Step 2

*Employees will progress to Step 11 upon fifteen (15) years of employment and after completing one year of employment at step 10

Hander Detailment Hander 1740ar 2740ar 376ar	7000		2%		3%				7%		1.50%	%0	3%
Stand Stan	,-01	HIRE	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	15 Years
MENT OPERATOR S. 78.06 S. 72.26 S. 78.26 S. 78.20 S. 78.	Montisod	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
State Stat	NOTING.												
MENT OPERATOR MENT O	CLISTODIAN*	23	24.	1	1			1 1	1 1	1 1	1 7	1 1	
with: S 26.08 \$ 27.38 \$ 28.01 \$ 31.04 \$ 32.07 \$ 32.07 \$ 32.01 \$ 33.07 \$ 33.07 \$ 33.07 \$ 33.07 \$ 33.07 \$ 33.07 \$ 33.07 \$ 33.07 \$ 33.07 \$ 33.07 \$ 34.07													- 1
with S 5 33.26 5 33.26 5 33.26 5 34.57 5 35.79 5 36.07 5 36.07 5 36.07 5 36.07 5 36.07 5 36.07 5 36.07 5 36.07 5 36.07 5 37.31 5 37.31 5 37.31 5 37.32 5 37.31 5 37.32 5 37.31 5 37.31 5 37.32 5 37.31 5 37.32 5	LIGHT EQUIPMENT OPERATOR		1 1	78	l 1	53	1	31			33	- 1	1
with \$ 28,12 \$ 30,41 \$ 31,73 \$ 32,66 \$ 33,26 \$ 34,67 \$ 33,27 \$ 36,07 \$ 36,07 \$ 36,07 \$ 36,07 \$ 36,07 \$ 37,35 \$ 37,91 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$ 37,31 \$ 37,32 \$					-	18	1	18	Č	1	۲	36	- 1
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\$ 129.34 \$ 30.81 \$ 31.03 \$ 33.08 \$ 33.06 \$ 33.51 \$ 36.507 \$ 36.807 \$ 36.805 \$ 37.25 \$ 37.91 \$ 38.37 \$ 38.38 \$ 38.40 \$ 35.40	HEAVY FOUIPMENT OPERATOR with												1
State Stat	distribution license (Utility division only)	1	- 1		32	33	8	1	- 1		- 1	1	- 1
CIAN S 27.42 S 28.59 S 30.54 S 31.46 S 32.00 S 33.01 S 33.71 S 34.99 S 34.90 S 35.49 S S S S S S S S S	MECHANIC 1ST CLASS	29	31	32	33	34	35	35.	1 1		1 1	1 1	
CIAN													
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* In the event a custodian is required to have a CDL as a condition of employment, he shall be paid at the Highway LEO Rate

^{*} Utilities Foremen who have not obtained required licenses shall be paid at the Highway Foreman Rate until licensing is obtained

^{*}The Town Manager can start a new hire from Start step up to Step 2

^{*}Employees will progress to Step 11 upon fifteen (15) years of employment and after completing one year of employment at step 10