AGREEMENT BETWEEN THE

TOWN OF SALEM, NEW HAMPSHIRE

AND THE

SALEM PUBLIC ADMINISTRATORS ASSOCIATION

April 1, 2017 to March 31, 2020

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ARTICLE 1 - AGREEMENT

1. This Agreement between the Town of Salem, New Hampshire, (hereinafter referred to as either the "Town" and/or "employer") and the Salem Public Administrators Association, (hereinafter referred to as either the "Union" and/or "employee") is made and entered this 1st day of **April, 2017. This three (3) year agreement** and all negotiated changes contained herein shall be considered "sanbornized" for the duration of the agreement.

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ARTICLE 2 – PURPOSE

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

ARTICLE 3 – RECOGNITION

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

Chief Assessor
Chief Building Official
Senior Engineer
Engineer
Planning Director
~~**DPW Operations Manager**~~
Director of Municipal Services - Operations
~~**DPW Utilities Manager**~~
Director of Municipal Services – Utilities
Director of Municipal Services - Engineering
DPW Chemist
Deputy Police Chief
Police Captain
Police Lieutenant
Executive Director SCTV
Prosecutor
Assistant Prosecutor
Assistant Fire Chief
Deputy Fire Chief
Fire Marshal
~~**Recreation Director**~~
Accounting and Budget Manager
~~**Senior Services Director**~~
Health Officer
Director of Human Services
Community Services Director
Capital Projects Engineer

2. The term "employee" as used herein refers to members of the unit as identified above.

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

ARTICLE 4 - TERM

1. This Agreement is effective **April 1, 2017** and the terms stated herein shall remain in effect until superseded by a subsequent agreement. This Agreement may not be amended, altered, or varied in any way unless done so in writing and signed by both parties hereto. Any breach of this Agreement or any other side bar agreement referenced or incorporated herein shall constitute a breach of the entire Agreement and shall be governed by the disputes clause.

ARTICLE 5 – WAGES

SEE ATTACHMENTS

Wage Pages effective for 2017 & 2018

ARTICLE 5 – WAGES

1. Effective April 1, 2017, Salem Public Administrators Association (Union) will receive an across the board COLA increase of one point seven percent (1.7%)
2. Effective April 1, 2018 Salem Public Administrators Association (Union) will receive an across the board COLA increase of one point seven percent (1.7%)
3. Effective April 1, 2019 Salem Public Administrator's Association (Union) will receive an across the board STIPEND check equivalent to one point seven percent (1.7%)

SPAA Salary Schedule

	Effective April 1, 2017				
	START	STEP A	STEP B	STEP C	STEP D
Accounting & Budget Manager	73,284	78,699	84,225	95,962	99,801
Assistant Fire Chief	102,790	104,846	106,942	109,081	111,263
Assistant Prosecutor	78,223	81,167	84,222	87,392	90,889
Chief Assessor	73,284	78,699	84,225	99,036	102,999
Deputy Fire Chief	78,358	84,147	90,055	95,962	99,801
Deputy Police Chief	110,841	114,164	117,591	121,117	125,963
Director of Human Services	59,792	64,210	68,720	77,133	80,219
DPW Chemist	60,581	64,396	68,435	77,250	80,339
Deputy Director Mun. Ser.-OPR	79,912	85,109	90,634	102,583	106,685
Deputy Director Mun. Ser. - Utilities	73,284	78,699	84,225	95,962	99,801
Engineer	59,686	63,444	67,424	76,108	79,152
Executive Director SCTV	62,000	63,917	65,894	67,933	70,034
Fire Marshal *	79,912	85,109	90,634	102,583	106,685
Health Officer	73,284	78,699	84,225	95,962	99,801
Planning Director	73,284	78,699	84,225	95,962	99,801
Police Captain	102,438	109,599	112,885	116,272	120,922
Police Lieutenant (40 hrs)	84,257	86,577	89,837	93,218	96,948
Prosecutor	78,223	81,167	84,222	87,392	90,889
Community Services Director	73,284	78,699	84,225	95,962	99,801
Senior Engineer	73,284	78,699	84,225	95,962	99,801
Capital Projects Engineer	73,284	78,699	84,225	95,962	99,801
Deputy Director Mun. Ser. – ENG.	79,912	85,109	90,634	102,583	106,685

Town Manager can start a member anywhere within the range of this scale
Rates based on 37.5 hrs./week except where noted
***Fire Marshal salary includes Chief Building Official duties**
Dir. of Human Services to 37.5 hrs from 30 hrs. Additional 1.5% to Start, A & B Steps
DPW Chemist additional 1.5% to come in line with salary study
Police Lt. Start Step additional 1% to address compression issue with Subordinate Union
Deputy Director Municipal Services – Utilities to receive $1000 Stipend in 2017, $$1,250 Stipend in 2018 and $1,500 Stipend in 2019 for Class III and IV certifications

ARTICLE 5 – WAGES

1. Effective April 1, 2017, Salem Public Administrators Association (Union) will receive an across the board COLA increase of one point seven percent (1.7%)
2. Effective April 1, 2018 Salem Public Administrators Association (Union) will receive an across the board COLA increase of one point seven percent (1.7%)
3. Effective April 1, 2019 Salem Public Administrator's Association (Union) will receive an across the board STIPEND check equivalent to one point seven percent (1.7%)

SPAA Salary Schedule

				Effective April 1, 2018	
	START	STEP A	STEP B	STEP C	STEP D
Accounting & Budget Manager	74,530	80,037	85,657	97,593	101,498
Assistant Fire Chief	104,537	106,628	108,760	110,935	113,154
Assistant Prosecutor	79,553	82,547	85,654	88,878	92,434
Chief Assessor	74,530	80,037	85,657	100,720	104,750
Deputy Fire Chief	79,690	85,577	91,586	97,593	101,498
Deputy Police Chief	112,725	116,105	119,590	123,176	128,104
Director of Human Services	60,808	65,302	69,888	78,444	81,583
DPW Chemist	61,612	65,491	69,599	78,563	81,705
Deputy Director Mun. Ser.-OPR.	81,271	86,556	92,175	104,327	108,499
Deputy Director Mun. Ser. - Utilities	74,530	80,037	85,657	97,593	101,498
Engineer	60,701	64,523	68,570	77,402	80,498
Executive Director SCTV	63,054	65,004	67,014	69,088	71,225
Fire Marshal *	81,271	86,556	92,175	104,327	108,499
Health Officer	74,530	80,037	85,657	97,593	101,498
Planning Director	74,530	80,037	85,657	97,593	101,498
Police Captain	104,179	111,462	114,804	118,249	122,978
Police Lieutenant (40 hrs)	85,689	88,049	91,364	94,803	98,596
Prosecutor	79,553	82,547	85,654	88,878	92,434
Community Services Director	74,530	80,037	85,657	97,593	101,498
Senior Engineer	74,530	80,037	85,657	97,593	101,498
Capital Projects Engineer	74,530	80,037	85,657	97,593	101,498
Deputy Director Mun. Ser. – ENG.	81,271	86,556	92,175	104,327	108,499

Town Manager can start a member anywhere within the range of this scale
Rates based on 37.5 hrs./week except where noted
***Fire Marshal salary includes Chief Building Official duties**
Director of Human Services to 37.5 hrs. from 30 hrs. Addition 1.5% to Start, A & B
DPW Chemist additional 1.5% to come in line with salary study
Police Lt. Start Step additional 1% to address a compression issue with Subordinate Union
Deputy Director Municipal Services – Utilities to receive $1,000 Stipend in 2017, $1,250 Stipend in 2018 and $1,500 Stipend in 2019 for Class III and IV Water Certifications

ARTICLE 6 - EXTENDED INSURANCE BENEFITS

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

1. Effective January 1, 2015 Cigna HSA Deductible Pan
   a. Single Person $2,500 Deductible / $1,875 HSA Acct Funded by Town Annually
   b. 2 Person $5,000 Deductible / $3,750 HSA Acct Funded by Town Annually
   c. Family Plan $5,000 Deductible / $3,750 HSA Acct Funded by Town Annually

   - The HSA Accounts are part of the insurance plan and shall be funded annually on or about Jan 1st each year

2. The Town and the employee agree to share the costs of the employee chosen, health insurance plan premium: Town Pays 91% / Employee Pays 9%

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

4. Should this contract not pass at the ballot, effective May 1, 2017 all SPAA Members Shall revert back to the Insurance Plans and Rates they were on under the existing contract as of 12/01/16. The HSA Account balances shall remain with the employee.

5. Effective April 1, 2010, Employees who choose not to enroll in the health care plan upon open enrollment, and who provide written proof of health care coverage, will be paid a disenrollment incentive of $4,000.00 per year, paid weekly (and not considered in the calculation of overtime rates), for as long as they do not participate in the Town's plan. Such employees may re-enroll in the Town's plan during open enrollment period.

6. The Town agrees to allow the Union to meet with new employees prior to them enrolling in any benefits covered under this article to explain those benefits available to them.

7. The Wellness Plan participation is increased to $400 annually per adult person in plan

8. Dental Plan Coverage

   A. Members of the Union will be included in the Delta Dental Plan A, B, C & D that is presently being provided by the Town of Salem to some of its employees.

   B. The Town will pay for the entire single person plan premium and one-half (½) of the difference between either the two person plan or family plan and the single

person plan. The employee is responsible for paying the remainder of any premium.

8. FLEXIBLE SPENDING AND DEPENDENT CARE ACCOUNTS

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

9. LIFE INSURANCE

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

10. RE-OPENER LANGUAGE

In the event of a merger between Cigna and Anthem, the parties agree to reopen contract negotiations for the sole purpose of evaluating the impact of the merger on the Town's health insurance rates and plans, and considering alternate carriers for health insurance coverage.

If the parties cannot agree upon a course of action, the Town shall seek bids for alternate carriers for comparable coverage. The Town shall share these bids with the Union. If the parties are unable to agree on a carrier, the parties will submit the matter to binding arbitration, subject to the process below:

1. **The parties shall attempt to agree on an arbitrator. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures as set forth by the PELRB.**

2. **The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.**

3. **The Town and the Union shall each submit to the selected arbitrator a proposal for health insurance coverage based upon the bids received.**

4. **The arbitrator shall be empowered to select either the Town's proposal or the Union's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.**

ARTICLE 7 - SICK LEAVE

1. Annual accrual – Twelve (12) days

2. Accumulation – Seventy-two (72) days (540 hours except for Police Lieutenant who works 40 hour week = 72 Days X 8 hrs = 576 hrs AND Fire Department Employees who may have an additional 405 hours of shelved time)

3. After employees reach the maximum sick leave accrual of seventy-two (72) days, the annual 12 sick days per year become "use it or lose it". No employee will be permitted to accrue more than the seventy- two (72) day maximum at the end of every year. In the event an employee needs to use more than his/her annual allotment of sick days, he/she may use their accrued leave (the 540 hours). If the employee uses some or all of the 540 hours, said employee shall be permitted to begin accruing leave again until they reach their maximum accrual.

4. Town employees who leave Town service on a positive basis after a minimum of seven (7) years service shall receive payment for all accumulated sick leave at a rate of one (1) day's pay for each day redeemed.

5. Optional Sick Time Sell Back:

Employees who have reached the maximum of 72 earned sick days may choose to sell back up to 12 days of time to the Town. Employees who sell time pursuant to this provision will have a new sick time maximum of 60 days.

In order to sell time under this provision, the employee must seek approval from the Town Manager, who will not deny the request unless there are insufficient funds in the budget to grant the request or it is reasonably expected that the budget will be expended due to employee retirements during the year. In the event the request is denied, the employee will be afforded the opportunity to renew the request in January of the following calendar year.

Requests made pursuant to this provision will be paid from the Town's employee separation funds.

ARTICLE 8 – SHORT AND LONG TERM DISABILITY INSURANCE

1. **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 pay the entire cost of the premium. During a non-work-related disability, the employee must contribute to the New Hampshire Retirement System. The employee 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.**

ARTICLE 9 – LEAVE CONVERSION

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

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

   a. Upon entering SPAA from a subordinate union (40 hrs per week) and onto a salaried schedule (37.5 hrs per week). The Town shall buyout all excess time earned on the prior 8 or 10.5 hour schedule (ex: 72 Days of Sick Time = 576 hrs on an 8 hour schedule. On a 7.5 hr schedule 72 Days = 540 hrs. The earned excess of 36 hrs would be paid upon acceptance of position and salaried schedule and move into SPAA). The time shall not be saved or shelved.

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

ARTICLE 10 - DUES DEDUCTION

1. The Town agrees to deduct from the pay of each member of the Union dues as certified to the Town by the Treasurer of the Union and upon receipt of written authorization by the Union member and written approval by the Union President. Said deduction shall be made each pay period provided however, that if any employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, no collection shall be made from said employee for that pay period. The Town shall send the amount so deducted at least one (1) time per month to the Treasurer of the Union. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee over the matter of deduction(s), the Union agrees to defend and hold the Town harmless in any such dispute. The Town shall provide an itemized statement to the Treasurer of the Union containing a list of all employees who have paid said dues for the month and the amount deducted. Members of the bargaining unit who elect not to join the Union shall make a monthly payment to the Union in the amount of 90% of the deduction described in this article. The method of deduction and hold harmless provisions of this article shall be applicable to these members.

ARTICLE 11 - OUTSIDE DETAIL RATES

1. The parties agree that members of the Police Department and Fire Department who are SPAA members can work outside details.

2. The Union President and the Town Manager will meet annually to set the outside detail rate for the following year. The rate shall remain in effect until a subsequent rate is negotiated.

ARTICLE 12 - SIDE BAR AGREEMENTS

1. The Town recognizes the individual employment contracts (sidebar agreements) of bargaining unit members.

2. The terms of such sidebar agreements shall supersede any benefit and/or policy provisions. Breach of any sidebar agreement shall constitute a breach of the entire agreement and shall be governed by the disputes clause as set forth below (Article 14).

3. As of the effective date of this agreement, the Town shall no longer enter into employment contracts/agreements with individual new bargaining unit members.

4. The Town and the Union agree to meet and confer on creating a consistent benefit package/schedule for new unit members for the purpose of eliminating the practice of issuing individual employment agreements.

ARTICLE 13 – DISCIPLINE

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

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

2. Proper reasonable cause for such action shall include, but shall not be limited to the following on duty behavior: demonstrated incompetence based on the duties and responsibilities outlined in recognized position description; recurring absence without leave; insubordination; falsification of reports; conduct unbecoming an employee.

3. VERBAL WARNING: A verbal warning will be issued within ten (10) Monday – Friday working days of a supervisor's knowledge of the event(s) on which the warning was based. The supervisor will advise the employee of the cause of the warning and will offer remedial suggestions.

4. WRITTEN WARNING: A written warning will be issued to the employee by the employee's supervisor, or his designee, within ten (10) Monday – Friday working days of knowledge of the event on which the warning is based. The warning will include the nature of the offense and remedial suggestions. Copies of the warning will be forwarded to the Union president and the employee's personnel file. Upon the request of the employee, the warning will be removed from the employee's file if the offense does not recur within twenty-four (24) months from the date of the warning upon approval from both Department Head and Town Manager. Upon separation from service for an employee in good standing, there shall be a review of the employees Personnel File upon request of the employee.

5. SUSPENSION: The employee's supervisor will recommend suspension without pay to the Town Manager within ten (10) Monday – Friday working days of knowledge of the incident on which the recommendation is based. The recommendation will state the reason for the action and will include remedial suggestions. Copies of the recommendation will be forwarded to the employee, the Union President and the employee's personnel file. The Town manager will conduct an Administrative Hearing on the matter within ten (10) days of receipt of the recommendation and will render a

written decision to the employee within ten (10) days of the hearing. Copies of the decision will be forwarded to the Union president and the employee's personnel file.

6. DEMOTION: The employee's supervisor will recommend demotion to the Town Manager within ten (10) Monday – Friday working days of knowledge of the incident on which the recommendation is based. The recommendation will state the reason for the action. Copies of the recommendation will be forwarded to the employee, Union President, and the employee's personnel file. The Town Manager will conduct an Administrative Hearing on the matter within ten (10) days of receipt of the recommendation and will render a decision to the employee within ten (10) days of the hearing. Copies of the decision will be forwarded to the Union President and the employee's personnel file.

7. TERMINATION: The employee's supervisor will recommend termination to the Town Manager within ten (10) Monday – Friday working days of knowledge of the incident on which the recommendation is based. Copies of the recommendation will be forwarded to the employee, the Union president and the employee's personnel file. The Town Manager will conduct an Administrative hearing on the matter within ten (10) days of receipt of the recommendation and will render a written decision to the employee within ten (10) days of the hearing. Copies of the decision will be forwarded to the Union president and the employee's personnel file.

8. The employee's personnel file referred to in this Article shall be the file maintained by the Town's Personnel Department. Employees and/or their authorized representatives shall have access to their files at any reasonable time.

9. The Town of Salem shall not discipline or discharge employees who come under this agreement except for cause as set forth in this Article. Any dispute or controversy arising out of such discipline or discharge shall be subject to the provisions of the Grievance Procedure.

10. The employee's personnel file will only contain a record of the final decision.

11. For the purpose of this Article, days shall be defined as Monday –Friday working days.

12. The limits in this Article may be extended by mutual agreement.

13. Prior to initiating the actions outlined in Sections 4, 5, and 6 of this Article, the employee's supervisor will conduct an Administrative Hearing into the alleged offense.

14. At all Administrative Hearings the employee and/or his representative shall be present, and all evidence used as a basis of the supervisor's recommendation, or the Town Manager's decision, shall be presented.

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

15. Employees shall be accompanied by a Union official at any step in this Proceeding, unless the employee declines, in writing, Union representation.

16. All discipline issued under this Article shall be applied in a fair, consistent manner and consistent with past practice.

ARTICLE 14 – DISPUTES

1. Definition

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

Note: It is anticipated that nearly all complaints can be resolved informally without grievance. An employee who has a "complaint" must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within ten (10) Monday – Friday working days.

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

2. Procedure

STEP ONE

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

STEP TWO

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

STEP THREE

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

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

3. The cost of mediation shall be equally shared by the Union and the Town.

4. The cost of arbitration shall be borne by the losing party and the arbitrator shall designate the losing party in the decision.

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

6. Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Town. Failure by the Town to abide by time limits, as set forth in these procedures, shall result in the grievance proceeding to the next step of the procedure.

7. The Grievant may be present at all proceedings relevant to his case. In the event of an emergency the Grievant shall have the right to use the Town's Intercommunications System to contact any member of the Union Grievance Committee.

8. The Union Grievance Committee shall be allowed access at all reasonable times to town property and records relevant for the purpose of investigating a Grievance. Said access shall be both reasonable and legally permissible.

9. The terms of this disputes clause shall be subject to the provisions of New Hampshire RSA 542.

10. For the purpose of this Article, days shall be defined as Monday –Friday working days.

ARTICLE 15 - SCHEDULED WORK WEEK AND HOURS

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

   *An exception to the 37.5 hour work week is Police Lieutenants who work 40 hours per week.

2. Employees are to be paid their basic rate of pay weekly. The basic rate of pay equals the employee's annual salary divided by fifty-two (52) weeks.

3. Lieutenant Shift Replacements: If a Lieutenant needs to be replaced on a shift, the shift vacancy first shall be offered to other Lieutenants. If no Lieutenant volunteers to fill that shift vacancy, it then may be offered to a Sergeant. Lieutenants will not be allowed to exchange a work assignment they have already accepted for a shift assignment during the same time frame except in the following circumstance:

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

4. In the event that the employee voluntarily terminates employment, he or she shall receive severance pay as follows:

   A. Six (6) months to one (1) year of service - Five (5) days pay.

   B. In excess of one (1) year of service - Fifteen (15) days pay.

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

5. In situations where the employee involuntarily separates from service (e.g., lay-off, elimination of position, he shall receive six months compensation. **The compensation shall be disbursed in a lump sum payment. If the employee requests weekly distribution, that shall be accommodated and the employee will continue to have health care coverage during that period. Should the employee elect a lump sum disbursement, health care coverage will extend for 30 days.**

6. In the event that the **Deputy Director of Municipal Services – Operations, Deputy Director of Municipal Services - Utilities** or **Community Services Director** works on a recognized holiday, said member shall not be charged for that holiday. Rather, that holiday shall be carried forward and cashed in **during the applicable pay period**. Each holiday cashed in shall be worth $1/5^{th}$ of a week's pay.

ARTICLE 16 - POLICY AND BENEFIT PACKAGES

1. The Parties agree that existing personnel policies and fringe benefits will become part of this agreement and will remain in place unless mutually agreed.

2. Unit members, who do not have individual employment contracts, shall retain their current terms and conditions which will remain in full force and effect.

ARTICLE 17 – LEAVE

1. Employees will earn and accrue Vacation Leave on a monthly basis as outlined below:

   A. Date of employment through completion of five (5) years of service - 1.25 days per month (15 days per year)

   B. Five (5) years of service through completion of fifteen (15) years of service - 1.66 days per month (20 days per year)

   C. In excess of fifteen (15) years of service – 2.08 days per month (25 days per year)

   D. For Public Safety Officers: Beginning with the employees 20th year (229+ months) 2.5 days per month (30 days per year)

2. Vacation may accrue to the maximum levels as outlined below:

   Employees may accrue vacation to a maximum of two (2) times the annual amounts established in section 1 of this article.

3. Unless in circumstances determined as extenuating by the Town Manager, employees may not accrue vacation leave in the excess of that outlined above.

4. For every 5 years of service, an employee may sell back 1 week of vacation time. (ex: 5 years = 1week, 10 years = 2weeks, 15 years= 3weeks, 20 years=4 weeks etc). Each week bought back shall equal 1/52 of the employee's annual salary.

5. Upon separation from service, employees shall be paid for all outstanding vacation leave.

6. The following are recognized as paid holidays:

New Years Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Labor Day	Christmas Day
Civil Rights Day	

   Employees shall also be granted annually Two (2) paid Personal Days.

7. Employees shall be granted up to three (3) days of Bereavement Leave for a death in their immediate family

ARTICLE 18 – SEPARABILITY

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

ARTICLE 19 - MANAGEMENT RIGHTS

1. The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this agreement are retained in the sole discretion of the Town. The right to determine and structure the goals, purposes, functions and policies of the Town without prior negotiations with the Union shall include:

   a. The right to direct employees, to determine qualifications and hiring criteria, to establish standards for work, to retain employees in positions and to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this agreement, including grievance and arbitration;

   b. The right to layoff personnel due to budgetary constraints and/or lack of work

   c. The right to take such action as in its judgment is necessary to maintain the efficiency of the Department operations.

   d. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the Department operations are to be conducted.

   e. The right to make personnel rules, regulations, and policies not inconsistent with the provisions of this agreement and to require compliance therewith.

2. Nothing in this agreement shall be construed to limit the right of the Town Manager/Chiefs/Directors and/or other ranking officers to command the Department as their judgment directs them in any and all emergency situations as they deem to be appropriate.

3. No part of this Article shall be construed as to preclude any employee from filing a grievance concerning application of any Article in this Agreement that concerns wages, hours, or conditions of employment.

ARTICLE 20 – ACADEMIC REIMBURSEMENT

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

ARTICLE 21 – WORKERS COMPENSATION BENEFIT

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

1. The employee shall receive 70% of his pay from the date of injury through week fifty-two (52) of disability. Gross pay shall be calculated in accordance with RSA 281-A:15 and the New Hampshire Department of Labor formula as written in 1990.

2. The first several weeks are adjustment weeks for payment. During the initial period, the Town will continue to issue the employee a check for his/her base weekly salary. The employee must sign over any workers' compensation checks to the Town during this adjustment period.

3. Upon the acceptance of the claim by workers' compensation insurance and the issuance of structured payments by the carrier, the Town will no longer issue base salary payments.

4. When the employee receives regularly structured weekly payments, the Town will issue supplemental payments to bring the total payment to the employee to 70% of his/her gross pay.

5. In the event that the workers' compensation check is greater than 70% of gross pay, the employee shall keep the entire check.

6. In the event that the workers' compensation check is less than 70% of gross pay, the Town will issue a separate check for the difference making deductions for F.I.T., FICA and voluntary deductions as approved by the employee.

7. Although employees are not permitted to make contributions based on workers' compensation benefits, any employee who receives weekly workers' compensation benefits under RSA 281-A will be entitled to New Hampshire Retirement System (NHRS) creditable service for a period of up to one (1) year at no cost to the employee or to the employer. To receive creditable service, the employee must file a New Hampshire Department of Labor Memo of Payment with NHRS verifying the first and last payment of workers' compensation benefits for the award period.

8. The Town, and/or its workers' compensation carrier, retains the right to request updated medical information during the disability. If a medical exam is requested, the Town or carrier shall use a qualified doctor who specializes in the alleged disability.

9. A Workers' Compensation claim which results in lost time must be supported by a doctor's statement outlining the nature of the disability and if possible the length of the disability.

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

11. Employees who lose time to a work-related injury may not engage in any outside work of any kind.

12. In the event that an employee fails to sign over to the Town any Workers' Compensation check(s) due to the Town under Paragraph 2 hereof, the Town shall have no further obligation to pay the employee hereunder, unless and until the employee fulfills his/her obligation by signing over said checks to the Town.

13. It is agreed that the percentage in sections 1, 4, 5, and 6 for uniformed Police Department SPAA members will be 75% rather than 70%.

ARTICLE 22 – PROFESSIONAL DEVELOPMENT

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

2. Subject to budget limitations and with approval of the Department Head (or Town Manager in the absence of a Department Head), the cost of up to two (2) memberships in professional associations shall be paid.

ARTICLE 23 – PUBLIC SAFETY OFFICER BENEFITS

1. Public safety officers are defined as members of the Fire Department, Police Department, and Public Works Department.

2. Where a uniform is required in the Public Safety Departments, employees shall receive an annual allowance to purchase and maintain required uniforms. The uniform allowance shall be in the amount of $950 annually. Municipal Services employees of SPAA shall receive only an annual $200 boot allowance. **The Health Officer shall receive an annual $250 Uniform allowance.**

3. As authorized by the Department Head, employees shall be allowed the use of a Town vehicle while on duty or when available to respond for duty outside of the regular work schedule.

4. Fire Department employees shall receive payments in accordance with Article 21 (Longevity) and Article 23 (Levels of Proficiency) as contained within the Collective Bargaining Agreement between the Town of Salem and the Professional Firefighters of Salem, Local 2892.

5. Fire Department and Police Department employees shall be entitled to receive Holiday Payments as outlined in their respective subordinate unions collective bargaining agreements (Fire Department: IAFF Local 2892; Police Department: Salem Police Relief NEPBA Local 22)

6. Police Department Lieutenants assigned on a five-two work schedule shall receive seventeen (17) days of authorized absence per year and shall be permitted to take these days at the discretion of the employee as approved by the Chief; provided however, four (4) of the days must be taken prior to April 1st, four (4) days prior to July 1st, four (4) days prior to October 1st and five (5) days prior to December 31st. Any day not taken shall be lost.

7. **Fire Department and Police Department employees, who are injured in the line of duty and the injury is so severe that the employee is forced to retire, currently receive full medical benefits for the employee and his family for life. As of April 1, 2017, the following clarification will be implemented: Upon the death of the medically retired employee, medical benefits coverage for his surviving family members shall cease after 30 days. The spouse and/or offspring of the deceased employee may stay on the Town of Salem medical insurance at their own cost, subject to COBRA. All SPAA members prior to 04-01-17 shall be grandfathered.**

ARTICLE # 24 -ALCOHOL AND SUBSTANCE ABUSE EDUCATION, AWARENESS, TREATMENT AND PREVENTION PROGRAM

It is the Town of Salem's and The Salem Public Administrator's Associations (SPAA) intent to promote employee health and wellness and prevent accidents and injuries arising from the misuse of alcohol and drugs.

This Article is administered by the Town's Human Resources Department in cooperation with the Police and Fire Department Chiefs and/or his or her designees.

Our goal is to establish a work environment that is free of the harmful effects of drugs and misuse of alcohol. It is our intent to protect the safety of the Town's employees and the public that we serve, and to prevent accidents that may involve drugs or alcohol.

The Town's focus will be on education, prevention, intervention and rehabilitation.

Scope

This article applies to:

- All members of the SPAA in a Public Safety position

This article requires testing for alcohol and/or drug use at the following times:

- Pre-employment
- Promotion
- Random Selection
- Reasonable cause (defined within)
- Return to work after 60 Days of worker's compensation or sick leave
- Follow up as required after a positive test

Return to work testing

Employees returning to work after 60 Days of worker's compensation or sick leave shall submit to return to work drug and alcohol testing at a time mutually agreed upon by the Employee and the Department. 24-72 hours prior to the employee's first duty shift.

Employees who are being tested as part of a "Return to work" protocol shall be compensated for the actual testing time, or for a minimum of three (3) hours, whichever is greater.

If an employee tests positive during "Return to work" testing, rehabilitation may be offered in accordance with the Medical Resource Officer's recommendations. The employee will not be subject to discipline for a first positive test when returning to work, provided that the employee complies with the Medical Review Officer's recommendations. The employee's return to work will be delayed until 1) all rehabilitation and treatment requirements are met and 2) the employee provides a negative test.

Employees are advised that leave necessitated by a positive test may not be covered by worker's compensation. Employees will be entitled to use accrued time or take unpaid leave in accordance with the Town's existing FMLA, ADA and other leave policies.

Employees who test positive on a second return to work test shall be subject to discipline in accordance with Article 13.

Self-Identification

Employees are encouraged to voluntarily self-identify that they may need help due to alcohol or drug use. Discipline will not be initiated when employees self-identify. Self-identifying employees will be referred to EAP for evaluation and, if necessary, rehabilitation.

Employees involved in rehabilitation will be accommodated if necessary. Accommodation may include: light duty, reduced work schedule, leave of absence or other modifications.

Self-identification must be voluntary. It is not allowed after an employee is notified to report for a random test, or when an employee is notified of selection for a reasonable suspicion test.

Prohibited Conduct

No employee covered by this article shall:

- Refuse to submit to an alcohol or drug test administered within the guidelines of this article.
- Use, sell, purchase or have in his or her possession alcohol or illegal drugs causing impairment while engaged in work for the Town (employees may possess and use legally-prescribed prescription medication).

- Have a blood alcohol concentration of 0.02 percent or greater when engaged in work or reporting to work.
- Report to work within four hours of consuming alcohol.
- Perform any work duties while using any illegal or unlawfully prescribed legal drug or medication.
- Test positive for drugs as follows:

Initial Test Level (ng/ml) (ng/ml=nanogram per milliliter. A nanogram is one billionth of a gram).

Marijuana metabolites:	50
Cocaine metabolites:	300
Opiate metabolites:	2000
Phencyclidine (PCP):	25
Amphetamines:	1000

Confirmatory Test Level (ng/ml)

Marijuana metabolites:	25
Cocaine metabolites:	150
Opiates:	
Morphine	2000
Codeine	2000
Oxycodone	2000
Hydrocodone	2000
6-Acetylmorphine	10
Phencyclidine:	25

Amphetamines:

Amphetamine	500
Methamphetamine	500

Consequences of Prohibited Conduct and Failure to Test

Employees who have engaged in prohibited conduct will not be permitted to perform any Department Job functions.

Employees with an alcohol concentration of .02 percent shall not be permitted to perform any job duties for a minimum of 24 hours from the time of testing. This leave shall be unpaid.

Employees who refuse to submit to testing will be subject to progressive discipline as outlined in Article 13 of the CBA.

Employees who attempt to interfere, alter, substitute, or in any way affect the outcome of the alcohol or drug testing procedure will be subject to progressive discipline as outlined in Article 13 of the CBA.

Employees who fail to report as soon as possible to the designated testing facility will be considered to have refused to submit to testing and will be subject to progressive discipline as outlined in Article 13 of the CBA.

The employee may but is not required to drink any fluids, but if a sufficient urine specimen is not provided within the three hour period, the employee will be referred to a physician for an evaluation.

An employee is considered to have refused a drug test if that employee:

- Does not remain at the testing location until the testing process has been completed.

- Does not provide a urine specimen for any drug test.

- Does not provide a sufficient urine specimen for any drug test, and it has been determined through a medical examination that there was no adequate medical explanation.

- Does not take an additional drug test when directed by the Town of Salem or the drug screen collector.

- Does not undergo a medical exam or evaluation when directed by the Medical Review Officer as part of the drug screen review process or when directed by the Town of Salem.

- Does not cooperate with any part of the testing process.

- Admits to a collector or MRO that he or she has adulterated or substituted the specimen.

An employee has refused to take an alcohol test if that employee:

- Does not remain at the testing location until the testing process has been completed.

- Does not provide a sufficient breath specimen for any alcohol test, and it has been determined through a medical examination that there was no adequate medical explanation.

- Does not undergo a medical exam or evaluation when directed by the Town of Salem as part of the insufficient breath procedures.

- Does not cooperate with any part of the testing process.

With regard to the above section, employees will be put on administrative leave with pay while an investigation is completed and their ability to continue working is assessed.

Upon confirmation of a positive test for illegal drugs or a test of 0.02 percent or above for alcohol, rehabilitation may be offered in accordance with the Substance Abuse Professional SAP recommendations. If the employee is offered and accepts rehabilitation, the employee must successfully complete the rehabilitation program. If the employee refuses to enter or fails to successfully complete a prescribed rehabilitation program, the employee may be subject to progressive discipline as outlined in Article 13 of the CBA.

Employees in rehabilitation programs may be placed on leave under the Town's ADA, FMLA or other leave policies, as appropriate.

Members involved in rehabilitation may be accommodated by their departments by being placed in a light duty position if appropriate and available. If a light duty position is not available, the employee will be placed on leave until completion of the rehabilitation program. This leave will be pursuant to the Town's existing leave policies.

After rehabilitation, an employee returning to full duty shall be:

- Provide written documentation from a substance abuse professional that the required rehabilitation has been completed;

- Required to pass a return-to-work drug and alcohol test. The test results must be a verified negative for drugs and less than .02 blood alcohol concentration for alcohol. Dilute negative tests will not be accepted for return-to-work testing.

- Subject to unannounced follow-up drug and alcohol tests if recommended by the employee's rehabilitation program.

- All employees returning to work after rehabilitation will be returned to the random testing pool.

Definitions

For purposes of this article, the following definitions apply:

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol, and any medication, food or other alcohol containing products.

Alcohol Use: The consumption of any beverage, mixture, preparation or medication containing alcohol.

Employee: All full-time or part-time safety-sensitive employees in the Union.

On-duty time: All time form the time an employee begins work or is required to be in readiness to work until the employee is relived from work or relieved of the responsibility of performing work.

Prescription: Prescribed medication must be used for original injury and/or condition in order to be valid.

Refuse to submit: (a) Refusal to submit to the test; or (b) Engaging in conduct that obstructs or is intended to obstruct the testing process, including providing adulterated samples; or (d) Failure to report to the designated testing facility within the prescribed time frame.

Reasonable Cause: Reasonable cause for testing exists under circumstances exhibiting individualized reasonable articulable suspicion of on duty impairment AND with evidence of substantial reliability. Uncorroborated reports, "hunches", or any other unfounded grounds for reasonable articulable suspicion will not be considered reasonable cause. During random testing, reasonable cause is met with a .02 greater rate on the breath alcohol test, when the employee requests emergency leave after notice of testing.

Confidentiality

It is the Town's policy to treat all test information in a confidential manner so that disclosure to unauthorized persons does not occur.

Implementation

This Alcohol, Drug and Substance Abuse Program Education and Testing Policies and Procedures will be implemented on or after May 1, 2015with Occupational Drug Testing LLC or another Drug Testing company that is mutually agreed upon between the Town and SPAA. Any change of Drug Testing companies during this Agreement must be mutually agreed upon between the Town and SPAA.

ALCOHOL AND SUBSTANCE ABUSE
EDUCATION, AWARENESS, TREATMENT AND PREVENTION PROGRAM

Procedures

I. Purpose:

The following procedures have been developed to implement the Town of Salem's Alcohol and Drug Testing Program for SPAA Employees. The Town's and SPAA's goal is to establish a work environment that is free from the harmful effects of drugs and misuse of alcohol. It is our intent to protect the safety of Town employees and the public that they serve, and to prevent accidents that may involve drugs or alcohol. The Town's focus is on education, prevention, intervention and rehabilitation.

II. Policy Communication:

The Town recognizes that no policy or program can be effective unless employees are aware of it, the Town will provide a copy of this Program to all employees who are subject to it. In addition, copies of the Program will be available from the Department Heads and Human Resources. Employees are encouraged to ask questions about the program, and to provide feedback about its application. The Program will be reviewed and updated if necessary during Union negotiations with SPAA.

All employees covered by this Article are responsible for understanding and complying with it. Failure to read or understand any part of the Program does not relieve employees of the responsibility for abiding by it.

III. Training:

At least 60 days prior to the effective date of the Program, the Town will provide live, on-site training for employees. The training will include 1) an overview of the Program; 2) recognition of symptoms of impairment; 3) reporting responsibilities for co-workers and supervisors.

IV. Types of Testing:

Reasonable Cause testing will be conducted when a supervisor reports with reasonable articulable suspicion that an employee's on-the-job behavior or appearance indicates present alcohol impairment or drug use.

Return to Work testing: is conducted when a member who has violated the standards in this Program is seeking to return to work in any capacity.

Follow-up tests: will be conducted after an employee returns to work. The Follow-Up testing protocol will be determined by the employee's substance abuse professional, counselor, or physician.

In the absence of a follow-up testing protocol, or when the follow-up testing protocol calls for fewer than 3 follow up tests in a calendar year, the Town reserves the right to conduct up to 3 follow-up tests within 1 calendar year for all employees returning to work after an absence pursuant to a positive test under this Policy.

Management Responsibility

I. Alcohol Concentration and Possession:

No supervisor having knowledge that an employee possesses alcohol on Town premises or in a Town vehicle, or has recently consumed sufficient alcohol to potentially have a blood alcohol concentration of greater than .02 may permit the employee to engage in safety-sensitive work for the Town or drive a Town vehicle.

Supervisors having knowledge that an employee may be under the influence of alcohol must report the incident to a senior officer or the Human Resources Director immediately.

a. Pre-duty Use

No employee shall report for duty within 4 hours of using alcohol.

No supervisor having knowledge that an employee has used alcohol within 4 hours prior to work shall permit the employee to perform in a safety-sensitive function.

b. On-Duty Use

On-duty use of alcohol is prohibited at all times.

Supervisors who become aware that an employee is using alcohol while on duty shall immediately report the incident to a senior officer and/or the Human Resources Director.

II. Drug Use

a. Drug Detection and Possession

No supervisor having knowledge that an employee is in possession of drugs or has tested positive for drug use shall permit the member to perform any safety-sensitive functions or operate a Town vehicle.

b. On-Duty Use

On-duty use of illegal drugs and unlawfully prescribed legal drugs is strictly prohibited.

Any supervisor having knowledge that an employee is in possession of illegal drugs while on duty must immediately notify a senior officer and/or the Human Resources Director.

III. Reasonable Suspicion

When a supervisor has reasonable articulable suspicion cause (as defined in this article) to believe that an employee is under the influence of drugs or alcohol, the procedures for reasonable suspicion testing outlined in this Article are to be followed.

IV. Testing Costs

All medical testing costs, including follow-up testing, shall be borne by the Town. This provision excludes testing conducted as part of a treatment program and pertains only to Town-ordered testing.

Employees who are being tested as part of the Random Testing Protocol shall be paid for testing time at their regular hourly rate.

Employees who are being tested as part of a return-to-work protocol while on paid leave shall not be further compensated for testing time, but will be tested during their usual work hours unless otherwise agreed.

Employees who are being tested as part of a return-to-work protocol while on an unpaid leave shall be compensated for the actual testing time, or for a minimum of three hours, whichever is greater.

Employees who are being tested as part of a follow-up protocol while working shall be paid for the testing as hours worked.

V. Random Testing Protocol

All SPAA employees who are subject to this Article will be included in the Random Testing Pool. The number of tests conducted per calendar year pursuant to the Random Testing Protocol shall be no greater than 25% of the number of employees in the Pool as of January 1.

Tests may occur at any time throughout the year. Employees who are tested will be returned to the Pool and may be tested again during the same calendar year.

Prior to testing, employees will be issued a written "Garrity Warning." The content of the Garrity warning shall be:

You have been selected to be tested as part of the Drug and Alcohol Program of the Town of Salem. You are ordered to comply with this testing as a term and condition of your employment. As a result of your compelled compliance the Town of Salem agrees that it will not disclose this information to any law enforcement agency for criminal prosecution. You are entitled to all the rights and privileges guaranteed by the laws and Constitution of the State of New Hampshire and the Constitution of the United States, including but not limited to the right not to be compelled to incriminate yourself.

If you refuse to comply, you will be subject to departmental charges which will result in possible disciplinary action up to and including termination. If you do comply, neither the results of the testing nor any information or evidence which is gained by reason of such results, test, the fruits of said test and any statements made during the testing process can be used against you in any subsequent criminal proceeding. However, these results may be used against you in relation to subsequent department charges, in accordance with the Drug and Alcohol Program.

The names of employees included in the Random Testing Pool will be provided to Occupational Drug Testing (or the Drug Testing Provider mutually agreed upon between the Town and SPAA. Newly hired employees may be added to the Pool throughout the year and are immediately eligible for testing.

Employees in the random testing pool shall be selected electronically to ensure non-bias selection.

Occupational Drug Testing will notify the Town Human Resources Director of the employees selected for testing. The Human Resources Director will notify the Department Heads (or their designees) and arrangements will be made for testing, taking into consideration shifts, availability of onsite testing and operating hours for a testing facility.

Employees selected for testing will be notified that they have been selected and what arrangements have been made for testing.

Employees with scheduled leave time or who call in sick to a shift prior to having knowledge of the testing will have their leave honored and be scheduled at a later date.

No non-emergency leave will be granted to an employee who has been notified of being selected for testing but prior to testing.

A. Urine Sample Testing

Testing shall be conducted following the medical protocols of the testing facility.

B. Drug Sample Testing

Testing shall be conducted following the medical protocols of the testing facility.

C. Test Results Reporting

Results will be reported in accordance with the Testing Facility guidelines and the following:

i. Drugs

Samples that are screened "None Detected" contain either no drugs or drugs below the cutoff detection level for that drug.

Samples that are screened "Positive" are handled by the laboratory as follows:

Following a positive screen, the testing sample will be retained in a forensic freezer for one year, at which time they can be discarded unless the Town requests storage continue.

A retained sample sufficient for testing (a split sample) may be transferred directly from the testing facility to a U.S. Department of Health and Human Services certified laboratory of the employee's choosing and tested at the employee's expense.

The Medical Review Officer at the testing facility can request that the original specimen be retained and/or retested by the same or another laboratory.

ii. Alcohol

Alcohol may be tested via breath alcohol testing or urine testing. A blood alcohol concentration of .02 or greater shall be considered a positive test. A blood alcohol concentration of less than .02 shall be considered a negative test.

iii. Notification of Test Results

Employees and Applicants

Laboratory Results will be reported in the following manner:

The laboratory shall report all verified positive results to the Town of Salem Human Resources Director within (3) working days of receipt of the sample by the laboratory. The only information that will be given to the HR Director is that an employee tested "Positive". At no time will test results contain information on what the employee tested "Positive" for be given the HR Director.

Tests deemed insufficient for testing, diluted, or those in which adulterants are identified or the specimen is deemed to be not from the designated employee will be reported to the Human Resources Director.

The Human Resources Director will notify the Chief of the Department of the positive test in writing.

ARTICLE 25 - DURATION

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

For the Town of Salem:

Leon I. Goodwin III

Date: 1-3-17

For the Salem Public Administrators Association (Union):

Robert R. Morin, Jr., President

Dave Wholley, Vice President

Jeffrey Emanuelson, Secretary

Date: 1-3-17