COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF SEABROOK, NEW HAMPSHIRE

AND

THE SEABROOK SUPERVISORY EMPLOYEES' ASSOCIATION
LOCAL 2301

REPRESENTED BY

AMERICAN FEDERATION OF STATE, COUNTRY AND
MUNICIPAL EMPLOYEES, COUNCIL 93

APRIL 1, 2015 TO MARCH 31, 2018

ARTICLE 1

RECOGNITION

Section 1.1. This Agreement is entered into between the Town of Seabrook, hereinafter referred to as the **"Town"**, and the American Federation of State, County and Municipal Employees' Council 93 Local 2301, hereinafter referred to as the **"Union"**. For the purposes of administration, this Agreement shall pertain to all permanent employees in the following job titles:

Animal Control Officer
Assessor
Assistant Code Enforcement Officer
Assistant Finance Manager
Assistant Recreation Director
Computer Systems Administrator
Code Enforcement Officer
Deputy Fire Chief
Deputy Police Chief
Deputy Tax Collector
Deputy Town Clerk
Emergency Management Director
Employee Services Manager
Finance Manager
Police Lieutenant
Public Works Manager
Recreation Director
Recreation Program Director
Sewer Superintendent
Wastewater Treatment Plant Chief Operator
Water Treatment Plant Chief Operator
Water Superintendent
Welfare Officer

Section 1.2. Job Titles, Descriptive Only. The job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the **Town**.

Section 1.3. New Job Titles, Notification to Union. The **Town** agrees to notify the **Union** of changes in job titles in Departments of the **Town** which are covered by this Agreement.

ARTICLE 2

NO STRIKES

Section 1. No Job Actions by Union. During the term of this Agreement no Employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, or other illegal activity or the withholding of services to the **Town** of Seabrook.

Section 2. Union Officers, No Job Actions. The **Union** agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to in Section 2.1 above.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. Except as otherwise expressly and specifically limited by the terms of this Agreement, the **Town** retains all its customary, usual and exclusive rights, decision-making in any way incidental to its responsibility to manage the affairs of the **Town** or any part of the **Town**, and the **Town** retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.

Section 2. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the **Town** shall include the following:

1. To direct and supervise all operations, functions and policies of the **Town** in which the Employees in the bargaining unit are employed.

2. To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations or facilities for budgetary or other reasons.

3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.

4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures.

5. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

6. To assign and distribute work.

7. To assign shifts, workdays, hours of work, and work locations.

8. To determine the need for and the qualifications of new Employees, transfers, and promotions.

9. To discipline, suspend, demote or discharge an Employee for just cause.

10. To determine the need for additional educational courses, training programs, on-the-job training and cross training.

Section 3. Union Recognizes Management Rights. The **Union** recognizes and supports the management right of the **Town** to maintain compliance with the American With Disabilities Act. If the **Town** finds it necessary to adjust working conditions and job duties to facilitate said compliance it will confer with the **Union** prior to the change to discuss the impact of that change. The **Union** agrees to accept this "meet and confer" session in lieu of specific impact bargaining on the issue.

ARTICLE 4

EMPLOYEE AND UNION RIGHTS

Section 1. Bulletin Boards: The **Town** shall, upon request, provide four (4) bulletin boards in non-public work areas for the exclusive use of the **Union** in communicating with Employees in the bargaining unit. The bulletin boards shall be located in the Emergency Management Office, Town Hall, Police Department and Recreation Department.

Section 2. Employees Limited to Agreement. The rights of Employees in the bargaining unit and the **Union** hereunder are limited to those specifically set forth in this Agreement, and in RSA 273-A.

ARTICLE 5

NON-DISCRIMINATION

Section 1. No Interference with Employee Rights. Neither the **Town** nor the **Union** shall interfere with the rights of Employees covered by this Agreement to become or not

become members of the **Union**, and there shall be no discrimination against any such Employees because of lawful **Union** membership or non-membership activity or status.

Section 2. No Discrimination. Neither the **Town** nor the **Union** shall discriminate against any Employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, or physical handicap, except as any of these factors may be bona fide occupational qualifications.

ARTICLE 6

DUES DEDUCTION

Section 1. Dues Deduction. Upon receipt of an individually written authorization by a **Union** member covered by this Agreement and approved by the authorized officer of the **Union**, the **Town** agrees to deduct from the pay of each **Union** member so authorized the current **Union** dues as certified to the **Town** by the Treasurer of the **Union**. Said deduction shall be made weekly provided, however, that if any Employee has no check coming to him/her, or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said Employee for that week. Once each month, the **Town** shall send the amount so deducted to the Treasurer of the **Union,** along with a list of the Employees from whom the dues have been withheld and the dates of the pay periods involved. In no case will the **Town** attempt to collect fines or assessments for the **Union** beyond the regular dues.

Section 2. Disputes, Employee Union, Town Held Harmless.. Should there be a dispute between an Employee and the **Union** over the matter of dues deduction, the **Union** agrees to defend and hold the **Town** harmless in any such dispute.

ARTICLE 7

HEALTH AND SAFETY

Section 1. Safety and Health Regulations. The **Town** shall have the right to make regulations for safety and health of its Employees during their hours of employment. Employees shall comply with all safety rules and regulations established by the **Town.** Representatives of the **Town** and the **Union** shall meet as needed at the request of either party to discuss such regulations and any other appropriate safety and/or health issues. The parties shall endeavor to provide and maintain safe working conditions, within acknowledged safety limitations connected with the work the Employee does.

Section 2. Safety Standards. The **Town** is responsible for meeting safety standards which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970, as well as other Federal and State laws.

Section 3. Safety Devices, Must be Used. Proper safety devices shall be provided by the **Town** for all Employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

ARTICLE 8

WORK RULES

Section 1. The **Town** may prepare, issue and enforce rules and safety regulations necessary for safe, orderly and efficient operations.

ARTICLE 9

DISCIPLINE

Section 1. Disciplinary Actions. Disciplinary action will be for just cause and will normally be taken in the following order:

(a) Verbal warning

(b) Written Warning

(c) Suspension

(d) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the **Town** reserves the right to take disciplinary action in any manner or form consistent with the efficiency of operations and appropriate to the infraction involved.

Section 2. Disciplinary Action in Writing. All disciplinary actions, except verbal warnings shall be written and shall cite the act or omission which supports the disciplinary action. Such written statement of disciplinary action shall be presented to the Employee as soon as possible, but not more than seven (7) work days after the action.

Section 3. Comply with Rules Then Grieve. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the **Town** may

adopt, which are not inconsistent with this Agreement. Should there be any doubt as to the Employee's obligations, he shall comply with the rules and then grieve, if he feels he has been wronged, except in those instances where the Employee's health or safety are concerned.

Section 4. Employee Access to Personal File. Employee's rights with respect to access to their personnel file shall conform to RSA 275:56, as amended. Written warnings shall be purged from an Employee's file after one (1) year, provided no further disciplinary action has been taken. Suspensions shall be purged from an Employee's file after three (3) years, provided no further disciplinary action has been taken.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

Section 2. Grievance Defined. For purposes of this Agreement, a grievance is defined as those disputes involving the interpretation, application or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.

Section 3. Time Limit for Filing: No grievance shall be entertained or processed unless it is submitted within ten (10) calendar days after the Employee concerned has become aware, or should have become aware, of the occurrence of the event giving rise to the alleged grievance. A suspended, laid off, or discharged Employee, who believes he/she was not suspended or discharged for just cause, must notify the **Town** in writing within five (5) business days after receiving notification of such action against him/her of his/her desire to appeal the suspension, lay-off or discharge.

Section 3.1.Grievance Settled When Not Appealed. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Department/Town's last answer.

Section 3.2 Grievance Appeal When Not Answered. Failure at any grievance level to meet or to communicate the decision within the specified time limits to the President of the **Union** or his designee shall permit the **Union** to proceed to the next level.

Section 3.3 Time Limits Extended by Agreement. The time limit in each step may be extended by mutual agreement of the individuals involved in the step.

Section 3.4 Business Days Defined. The term "business days" as used in this article shall mean the days Monday through Friday inclusive, and excludes Saturdays, Sundays and holidays on which Town Hall is closed.

Section 4 Grievance Levels. Levels of Review:

1. Department Head
2. Town Manager
3. Board of Selectmen
4. Arbitration

Section 5. Step I – Department Head

Section 5.1. Any Employee having a grievance, or one designated member of a group having a grievance, should first take the grievance up with the Department Head, or at the level at which the decision was made giving rise to the grievance, who will attempt to resolve it. This oral review may be presented without the intervention of the exclusive representative, and until the grievance is reduced to writing the **Union** shall be excluded from the procedure if the Employee so requests. However, any resolution of the grievance shall not be inconsistent with the terms of this Agreement.

Section 5.2. The individual receiving the written grievance shall give a written decision within seven (7) business days after such presentation.

Section 6. Step II- Town Manager

Section 6.1. If the grievance is not settled in Step I and the Employee wishes to appeal the grievance, it shall be referred in writing to the next level of review within seven (7) business days after the answer in Step I. The Town Manager, or his/her designee, shall discuss the grievance within seven (7) business days with the Employee and his/her representative at a time mutually agreeable to the parties.

Section 6.2. The person hearing the grievance shall give his/her written decision within seven (7) business days following the meeting.

Section7. Step III – Board of Selectmen

Section 7.1. If the grievance is not settled in Step II and the Employee desires to appeal, it shall be referred in writing to the Board of Selectmen, within seven (7) business days after the Town Manager's answer in Step II. A meeting shall be held at a time mutually agreeable to the parties, within seven (7) business days of receipt of the **Union's** appeal.

Section 7.2. The Board of Selectmen hearing the grievance shall give their written decision within seven (7) business days following the meeting.

Section 8. Step IV - Arbitration

Section 8.1 If the grievance is not settled in accordance with the foregoing procedure, the **Union** may refer the grievance to arbitration within ten (10) business days after receipt of the answer in Step III. The parties shall attempt to agree upon an arbitrator within seven (7) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately jointly request the Public Employee Labor Relations Board to submit a panel of five (5) arbitrators. Either party may reject one (1) entire panel. Both the **Town** and the **Union** shall have the right to strike two (2) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, and the other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his/her selection by a joint letter from the **Town** and the **Union** and a mutually agreeable meeting time will be arranged.

Section 8.2. Arbitrators Rights. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the terms of this Agreement, he/she shall fashion an appropriate remedy. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 8.3. Arbitration Costs. The fee and expenses of the arbitrator shall be paid by the parties to the grievance whose position is not sustained by the arbitrator; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 9. Resolving Grievances Prior to Arbitration. It is expressly understood that either party may initiate informal action with the other party to resolve the grievance prior to going to arbitration. Should either party for any reason decide to reconsider the grievance the other party shall agree to cooperate in the reconsideration. However, failure to reach a settlement shall not prejudice the **Union's** request for arbitration.

Section 10. Jurisdiction of Courts in Arbitration. Both parties agree to adopt the terms of and incorporate into this Agreement by reference N.H. RSA 542:8 Jurisdiction of Court to Confirm, Modify, or Vacate Award.

Section 11. Time Limits. Maxima. Time limits indicated are considered maxima, unless extended by mutual agreement. All such agreements to extensions must be in writing.

ARTICLE 11

PROMOTIONS, SENIORITY, AND PROBATIONARY PERIODS

11.1 Seniority. For purposes of promotion, vacation, and other benefits, an Employee's seniority shall be equal to his/her years of service or employment with the **Town** in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified in 11.2. below.

11.2 Termination of Seniority: Seniority for all purposes shall be terminated for any of the following reasons:

a. Voluntary quit.

b. Discharge for just cause.

c. Failure to report for work in accordance with the provisions of a recall notice.

d. Absence for three (3) consecutive working days without properly notifying the **Town**.

e. Failure to be recalled from layoff or failure to return to work due to any non-occupational connected illness or accident for a period of twelve (12) months.

f. Retirement.

11.3 Seniority List: The **Town** shall establish and **provide the Union with** a seniority list within thirty (30) days of the signing of this Agreement and thereafter annually during the month of April. All permanent Employees in the bargaining unit shall be listed in order of decreasing seniority within job classification and the list shall include each Employee's **initial** date of employment. Any objections to the seniority list as posted must be reported to the Town within fourteen (14) calendar days from the date of posting or amendment, or it shall stand as accepted and take full force and effect. Thereafter no changes in said list will be allowed with the exception of additions and/or deletions due to mutually agreed changes in status.

11.4 Application of Seniority (Layoff, Recall): The **Town** shall give written notice to the affected Employees of any proposed layoff and the reasons therefore, at least thirty (30) calendar days before the effective date thereof unless circumstances beyond the control of the **Town** prevent this length of notice. In the event a layoff occurs, the least senior Employee in the job classification affected shall be laid off **first within job classification** according to their ranking on the seniority list.

The job classifications shall be:

Animal Control Officer
Assessor
Assistant Code Enforcement Officer
Assistant Finance Manager
Assistant Recreation Director
Computer Systems Administrator
Code Enforcement Officer
Deputy Fire Chief
Deputy Police Chief
Deputy Tax Collector
Deputy Town Clerk
Emergency Management Director
Employee Services Manager
Finance Manager
Police Lieutenant
Public Works Manager
Recreation Director
Recreation Program Director
Sewer Superintendent
Wastewater Treatment Plant Chief Operator
Water Treatment Plant Chief Operator
Water Superintendent
Welfare Officer

Employees shall be recalled to any vacancy within the job classification in the **Town** in the reverse order in which they were laid off, based on the seniority at the time of the layoff. A person who is laid off shall maintain his/**her** seniority for twelve (12) months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail or hand delivered letter and the Employee must notify the **Town** within seven (7) business days after receiving notice of recall of his intention to return to work. The **Town** shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, or hand delivered to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the **Town** with his/her latest mailing address. In any event the Employee must return to work within two (2) weeks of the date specified.

11.5 – Promotions and Vacancies

1. The **Town** reserves and shall have the right to make promotions.

2. Job vacancies shall be posted on all Department bulletin boards for a period of five (5) working days.

3. Vacancies and promotions shall be filled whenever possible by the most qualified applicant as determined by the Town. In the event that two (2) or more applicants are equally qualified, a member of the bargaining unit shall be given hiring preference over a non-member, unless otherwise exempt by law. Where two (2) unit Employees are equally qualified, the most senior individual shall receive the position.

4. Job postings shall include job specifications, (where available), rate of pay, job location, and also notice that it is a permanent job with a permanent rating.

5. The above procedure shall be followed in all permanent promotions.

6. An Employee who meets the minimum qualifications and is promoted to another position may be placed in a probationary status in that position not to exceed ninety (90) days. The Employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an Employee is not found to perform the duties satisfactorily then he/she shall be returned to the same classification, pay grade, and pay step as he/she had obtained prior to the promotion.

Section 6. Probationary Period: The first six (6) months of employment shall be considered a trial period to permit the **Town** to determine a new Employee's fitness and adaptability for the work required. During such probationary period the Employee shall not be subject to the provisions of this Agreement. This article shall apply to persons who are rehired after loss of seniority. Probationary Employees may be discharged at the sole discretion of the **Town** and neither the reason nor the discharge may be the subject of a grievance.

ARTICLE 12

OVERTIME

Section 1. Overtime. Hours of work beyond the Employee's normal work week, forty hours, shall be considered as overtime. Overtime shall be based on the number of hours worked, and credit shall be given for all hours paid but not worked. Overtime shall be paid at one and one-half (1 ½) times the Employee's regular rate of pay.

Section 2. Call Back. Employees who are called back to work after the conclusion of their regular work day shall be reimbursed for a minimum of three (3) hours of service at the rate of one and one-half (1 ½) times the Employee's current rate of pay. If the need for services is less than three (3) hours, the Employee will be guaranteed three (3) hours pay at the time and one-half. If the Employee is required to be called back more than

once during a single three (3) hour period, the Employee shall only be paid for one call back period. This section does not apply to scheduled overtime, call back times annexed to the beginning of the work shift, or to hold over time annexed to the end of the work shift.

Section 3. Overtime Equalization. "On Call" responsibilities shall be equalized among Employees in the Department concerned.

Section 4. Positions Overtime Applies To. Overtime provisions do not apply to salaried Employees. The provisions of this article apply to the following positions:

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

Section 5. Overtime Limits. No Employee shall physically work more than thirty (30) hours overtime per week unless in the opinion of the Department Head the need exists. The Department Head shall have the right to waive the provisions of this Section to ensure that the Department has proper representation for emergencies.

ARTICLE 13

COMPENSATION

Section 1. Wages. The wage schedules for all unit Employees will be adjusted as follows:

Section 1.1. April 1, 2015 - All unit employees shall receive a 2015 (COLA) cost of living adjustment. This total adjustment shall be an additional 2.5% to their current salary.
Any employee scheduled to receive a step raise in the contract year of April 1, 2015 to March 31st 2016 under the current expiring contract, shall also receive the same calculated increase as an additional % added to the 2.5% at the prescribed anniversary date.

April 1, 2016 - All unit employees shall receive an additional 3.2% adjustment to their current salary.

April 1, 2017 - All unit employees shall receive an additional 2.5% adjustment to their current salary.

Section 1.2. All unit employees shall be placed on a new step scale commencing from the effective date of this agreement and beginning April 1 2018, each member shall receive a

$.45 per hour step increase on this date and at the two year intervals going forward. That step scale is attached.

Section 1.3. Any new unit employees hired under any of the positions in this agreement shall be allowed to negotiate with the Town Manager a starting salary within the identified attachment of salary ranges based upon experience and qualifications and receive that salary as their hire rate. (Range attached). At the end of the 6 month probationary time period, the employee shall be entitled to a salary increase of 1.5% of annual salary. After completion of the probationary period the employee shall be entitled to the same 24 month step increase as identified in 13.1.2.

Section 1.4. Non-Salaried Positions. All positions are salaried except Assistant Recreation Director, Recreation Program Director, Deputy Town Clerk, Assistant Finance Manager, Animal Control Officer, Deputy Tax Collector, and Assistant Code Enforcement Officer.

Section 2. Longevity Bonus Pay: Unit Employees who have been employed by the **Town** for five or more years, on an uninterrupted basis, will receive a longevity payment during the first pay period in December based on their length of service as of their anniversary date, as follows:

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

An Employee eligible to receive longevity pay, who voluntarily terminates his/her employment shall receive a pro-rated longevity payment figured back to his/her last anniversary date, if not already paid.

Section 3. Rate Adjustments. The Union may submit written requests with the Town Manager to increase an employee's current salary or reclassify an employee's job title (upward but not downward) with agreeable compensation. The Town Manager may request the Union to provide such justification as he/she deems necessary, but otherwise such requests shall not be arbitrarily denied. The denial of such request will not be subject to the grievance procedure outlined in this contract.

In addition, the Town reserves the right to make a salary adjustment (upward but not downward) for any employee whose compensation rate is at least ten percent (10%) lower than a compilation of comparable employees from other municipalities with similar economic profiles, upon the sole discretion of the Town Manager, subject to the written approval of the Union and Board of Selectmen.

ARTICLE 14

HOLIDAYS

Section 1. Holidays. The following dates shall be considered paid holidays:

New Year's Day
*Civil Rights Day
Thanksgiving Day
Day after Thanksgiving
Last work day before Christmas
Christmas Day
Labor Day
President's Day
*Fast Day
Memorial Day
Independence Day

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

Section 1.1. Holiday Pay. Holiday pay shall be computed at the Employee's regular straight-time hourly rate for the number of hours for which they would normally and regularly be scheduled to work immediately prior to the holiday, up to a maximum of eight (8) hours.

Section 2. Holiday Overtime. In the event that the Assistant Recreation Director, Recreation Program Director, Deputy Town Clerk, Assistant Finance Manager, Animal Control Officer, Deputy Tax Collector and Assistant Code Enforcement Officer is required to work on one of the holidays listed above, then that Employee shall receive pay at the rate of time and one-half for all hours worked on the holiday in addition to his/her holiday pay, if eligible.

Section 3. For Employees who work a regular Monday through Friday schedule, holidays which fall on Saturday or Sunday shall be observed on the preceding Friday or following Monday, respectfully.

Section 4. Worked Holiday, Additional Day Off. For Employees who work other than a regular Monday through Friday schedule, and the holiday falls on the Employee's day off, the preceding work day or the next work day shall be the holiday, whichever is closer.

ARTICLE 15

LEAVE ADMINISTRATION

Section 1. Vacations:

Section 1.1. Vacation Allowance. Except for those Employees who are discharged, dismissed following an absence without leave, or otherwise terminated for cause, the **Town** shall grant vacations to its Employees. Employees covered by this Agreement shall earn vacation time in accordance with the following:

Years of Service	Yearly Vacation Allotment
0 – 5	16 days
6 – 10	21 days
11 – 15	26 days
16 plus	31 days

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

Section 1.2. Payment of Vacation at Termination. Upon termination of employment, an Employee shall receive payment for all unused annual leave to his/her credit.

Section 1.3. Maximum Accrual of Vacation Time. Employees shall not carry over more than fifty (50) days of annual leave.

Section 1.4. Vacation Time Available, When. Annual leave shall be available for use on January 1 of each year. For newly hired Employees, annual leave for the first year shall be pro-rated based on the number of calendar months, or major portion thereof, remaining in the year.

Section 1.5. Holidays Falling During Vacations. Vacations will be extended to compensate for holidays falling within the vacation period unless other specific arrangements are authorized by the Town Manager.

Section 1.6. Official Leaves, No Break in Service. Any absence from duty for which leave time is paid, or for official leaves with pay, shall not constitute a break in the service record.

Section 1.7. Computing Earned Allowances. Time lost by reason of leave of absence without pay, or time otherwise not worked or paid for shall not be considered in computing earned allowances of leave.

Section 1.8. Annual Leave of Less than 8 Hours. Annual leave for periods of less than eight (8) hours shall be granted at the sole discretion of the Department Head/Recreation Commission/Town Manager, whichever is applicable.

Section 1.9. Vacations Only After Earned. Vacations may not be used in advance of accrual.

Section 1.10. Working Vacation, Approval. No hourly Employee shall be entitled to work his/her vacation with pay unless special authorization is granted by the Town Manager.

Section 2. Sick Leave:

Section 2.1. Sick Leave. All full time Employees under this Agreement in the event of a bona fide personal and non-service connected sickness or injury (for which no compensation is received under Workers Compensation or short/long term disability insurance coverage's) shall be eligible for time off with pay in an amount determined by the supervisor and/or Town Manager, in order that their income may be maintained during such period of bona fide non-service connected incapacitation.

Section 2.2. Annual Sick Leave. Sick leave is an emergency fringe benefit to be used only as needed for a bona fide non-service connected sickness or injury as authorized for use by the supervisor. All permanent full time Employees covered by this Agreement shall be entitled to one hundred and twenty (120) hours of sick leave per year that is available for use effective on the first day of each calendar year.

Section 2.3. Notification of Sickness or Injury. Employees on hourly pay status must notify the supervisor on the first day of absence due to a non-service connected sickness or injury, stating the nature of the sickness or injury, time expected to be incapacitated, and when the Employee expects to return to work. Such notification shall be made not less than two (2) hours before the start of the Employees scheduled work period. Failure to provide such notice of absence will result in forfeiture of pay and possible disciplinary action.

Section 2.4. Sick Leave Upon Hire, When. Employees hired after the 20th of the month shall not receive sick leave for that month.

Section 2.5 Leaving or Entering Employment, Pro-Rated Sick Leave. Employees hired or leaving after the first of the year shall have their sick leave calculated on the basis of a pro-ratio for the months they were employed.

Section 2.6 Accrual of Sick Leave. Unused sick leave will accumulate from year to year up to a maximum of eight hundred (800) hours. When an Employee has accumulated the maximum number of hours allowed under this article they will continue to receive one hundred twenty (120) hours of new sick leave on each January 1st annually but the total of such time available by accrual shall not exceed eight hundred (800) hours on December 31st of each calendar year.

Time will continue to accrue above one hundred (100) days until December 31st of each year at which time the **Town** will pay the Employee fifty percent (50%) of the hours which were accumulated above the one hundred (100) days in the first pay period of February.

Section 2.7. Sick Leave Upon Retirement. Upon retirement, provided the Employee has reached at least the age of 62 or 15 years of service (except in the case of police and fire Personnel, it shall be upon retirement at any age), or the death of the Employee, the **Town** shall pay to the Employee one hundred percent (100%) of the Employees accrued sick leave at the Employee's rate of pay.

Section 2.8 Added Sick Leave for Non-Use. Each Employee shall be entitled to receive an additional annual payment on the first pay period of February each year for their non use of sick leave in the previous year based upon the following schedule:

Sick Leave Used	Added Payment
0-20 hours	20 hours
21-30 hours	10 hours
30 + hours	0 hours

Section 2.9 Sick Leave Buy-Out. All sick leave buy-outs and/or payments shall be paid at the Employees straight time rate of pay at the time the buy-out and/or payment is made.

Section 2.10 Check On Employee When Sick. The supervisor may check on all absences not earlier than the second day of absence or at anytime thereafter. A doctor's certificate shall be required after the third (3rd) day of absence certifying that the Employee is physically able to return to their normal duties, unless required earlier. If approved by the Town Manager, the supervisor may require the Employee to submit to an independent medical examination at the **Town**'s expense. Failure of the Employee to submit to such required examination shall be subject to disciplinary action up to termination or employment.

Section 2.11 Sick Leave Not Earned, When. Sick leave time will not be earned or accrued for Employees who are on Worker's Compensation, Leave(s) of Absence, Short/Long Term Disability leaves, Family and Medical Leave, RSA 354-A:7 Childbearing Leave. When the Employee returns to active employment, a pro-rated accrual will be given for any time worked excluding the leave.

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

Section 4. <u>Leave of Absence:</u> An Employee of permanent standing may be granted a leave of absence without pay by the Town Manager upon application by a unit Employee. A leave of absence will be without pay, without accumulation of benefits. Such leave of

absence shall be granted, not to exceed one (1) year in length, and shall only be granted when it appears that because of the past record of the Employee or because of the purpose for which the leave is requested, that it is in the best interest of the **Town** and the Employee to grant the leave without pay.

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

Section 5. Childbearing. For the purpose of childbearing, a female Employee shall be granted a leave of absence not to exceed three (3) months. The Employee will be paid for the period of disability provided that said Employee has sufficient accumulated annual and/or sick leave available to cover such period. In the event that an Employee requires additional time beyond that specified, application for such time may be made under 15.4, Leaves of Absence.

Section 6. Jury Duty: An Employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the **Town** an amount equal to the difference between the amount of wages the Employee otherwise would have earned by working during straight-time hours for the **Town** on that day and the daily jury duty fee paid by the court or agency (not including travel allowance or reimbursement of expenses), for each day on which he otherwise would have been scheduled to work for the **Town**.

Section 6.1. Jury Duty Reimbursement. In order to receive payment, an Employee must give the **Town** prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this Section are not applicable to an Employee who, without being summoned, volunteers for jury duty.

Section 7. Bargaining Committee. The members of the **Union's** bargaining committee who are scheduled to work a tour of duty during negotiations shall be granted time off without loss of pay or benefits for all meetings between the **Town** and the Association for the purpose of negotiating the terms of an Agreement.

Section 8. Military Duty. An Employee who is called to and performs short-term active duty including annual active duty for training as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided herein for days spent performing such duty provided the Employee would not otherwise be on layoff or leave of absence. In order to receive payment under this paragraph an Employee must give the **Town** prior notice of such military duty and upon his return to work, furnish the **Town** with a statement of the military pay received for performing such duty. Payment under this paragraph is limited to a maximum of ten (10) working days in a calendar year and will amount to the difference the Employee's straight time rate for an eight (8) hour day exceeds his military earnings for the eligible days indicated.

Section 9. Personal Days. Each unit "hourly" Employee shall have three (3) personal days for his/her use during each calendar year. Personal leave time not used during the

calendar year shall lapse. Such personal leave time shall be available for use on an hourly basis and shall require a 24 hour notice to the Department Head, except for emergencies.

ARTICLE 16

INSURANCE

Section 1. Workers Compensation. The **Town** shall provide workers' compensation insurance for all Employees covered by this Agreement.

Section 1.2. When an employee is absent from duty, as a result of a personal injury or illness arising out of and in the course of his employment, the following shall apply:

a. For the first two (2) months of Worker's Compensation coverage the injured Employee may use their accumulated annual and/or sick leave on a pro rata basis in order that the injured Employee receives their full net pay. If the Employee uses this option time used shall be lost and shall not be bought back unless the Employee repurchases the used time in one lump sum within ninety (90) days of returning to work.

b. After the first two (2) months coverage and before eighteen (18) months of coverage, in accordance with paragraph a. above, the injured Employee shall be paid their full net pay, less the amount of Worker's Compensation. Payments made under the provisions of this paragraph shall not be charged to the Employees accrued annual/sick leave.

c. After eighteen (18) months of Worker's Compensation coverage the Town shall have the right to terminate the Employee in accordance with State Statute.

Section 2. Life Insurance. The **Town** will provide all full-time permanent Employees covered by this Agreement a term life insurance policy with a face value of Fifty thousand ($50,000.00) dollars at no cost to the Employee. The policy shall contain and include accidental death and dismemberment features in accordance with the terms of the carrier.

Section 3. Short-Term Disability Income Protection. The **Town** will provide short-term twenty-six (weeks) disability income protection for unit Employees, at no cost to the Employee, for all non-occupationally incurred disabilities. Said level of benefits shall be two-thirds (2/3) of the Employee's weekly earnings to a maximum of one thousand five hundred ($1,500.00) dollars per week in accordance with the terms of the carrier. See Appendix.

Section 4. Long Term Disability Income Protection. The **Town** will provide long term disability insurance for unit Employees, at no cost to the Employees, for all non-occupationally incurred disabilities. Said level of benefits shall be sixty (60%) percent of

basic monthly earnings to a maximum of six thousand ($6,000.00) dollars per month in accordance with the terms of the carrier. See Appendix E.

Section 5. Long Term Protection Effective, When. The parties further agree that the long term disability insurance set forth in this Section shall take effect only when the policy's group eligibility requirements have been fulfilled.

Section 6. Medical/Health Coverage.

The Town will offer the following health insurance plan:

Lumenos - The Town will pay 100% of the premiums for a single, two person or family coverage of the employees, as applicable, if the employees are eligible for such coverage.

Beginning with the first pay period of the second year of the contract duration, (September 1, 2016), and each year thereafter each unit member will contribute a payment of $40.00 per week from their weekly salary back to the Town as a contribution to any health insurance premium cost for employee coverage. Any new employees hired by the Town under this contract shall contribute a payment of $50.00 per week as this contribution. In the event an employee is taking the Insurance Buyout listed in 16.6.a, the unit member will make the same contribution, except those employees hired before April 1, 2015.

The Town will fund the Lumenos yearly deductibles which will be ($2,500 for single coverage and $5,000 for two person and family coverage, in the following way: with the Town responsible for the $2000 for single coverage, and $4500 for the family coverage, and with the unit member responsible for the last $750 under both single and family coverage,) applicable for any unit member employed by the Town prior to April 1st 2015 and beginning January 1, 2016. Beginning January 1, 2017 those employees will be responsible for the last $500 under both single and family coverage. Payment of deductibles will be made through individual HRA accounts funded and maintained by the Town or the Town's designated third-party administrator. Any employee hired from the effective date of this contract shall be responsible for the first $2,500 deductible expenses of this benefit, whether a single, two person, or family plan.

Any employee currently on the JY Plan or the Blue Choice Plan will be allowed to continue on those plans provided by the Town shall only be responsible to pay an amount equal to that which it pays for the Lumenos plan premium, exclusive of the yearly deductible amount paid by the Town through HRA accounts. In no event shall anyone not currently on a JY Plan or the Blue Choice Plan be able to select such coverage in the future.

Section 6.a. Health Insurance Buyout In the event a unit employee has health insurance coverage outside the Town, the Town shall pay a stipend equal to fifty percent (50%) of the premium amount for the Lumenos plan exclusive of the yearly deductible amounts paid by the Town though HRA accounts based on the coverage

(family, two person or single) that the employee would have otherwise been eligible to receive. Said stipend shall be paid in monthly increments based on 1/12 of the total amount of stipend eligibility. To be eligible the employee shall provide proof of said outside coverage annually. This stipend will be considered income for tax purposes. Employees who lose outside health coverage due to divorce, death or employment separation will be allowed back onto the Town's insurance plan in accordance with the terms of the carrier, provided, however that stipend payments shall cease when the coverage begins. Employees whose health insurance coverage level eligibility changes shall have the stipend amount adjusted as of the pay period immediately following the change in eligibility.

Section 7. General Liability Insurance. The **Town** will continue to provide general liability insurance policy for all Employees covered by this Agreement. This policy will be through the New Hampshire Municipal Association Property Liability Insurance Trust. Should the **Town** fail to provide insurance through the above carrier or comparable carrier then the **Town** agrees to protect and indemnify unit Employees in accordance with RSA 31:104 through RSA 31:108, or any amendments thereto.

Section 8. Employee Counseling Available, When. An on-duty Employee who administers a fatal, or a potentially fatal wound, or who is an actor in the death of another, must seek counseling within a reasonable period of time following the incident. Said counseling shall be provided by the **Town.**

Section 9. Dental Insurance. The **Town** shall provide, at no cost to the Employee, dental insurance for him/her and his/her dependents. Such insurance shall provide a level of benefits at least equal to those set forth in Appendix of this Agreement.

Section 10. Survivors Benefits. In the event that an Employee dies while on duty or the result of injuries sustained while on duty, the **Town** agrees to continue to provide the Employee's spouse and dependent children with the health/medical and dental insurance outlined in this article on the same basis as if the Employee were alive and employed by the **Town.** Such insurance shall continue for each individual dependent child until that child reaches the age of eighteen (18) years, marries, or becomes otherwise emancipated. Such coverage shall also continue for the spouse for so long as he/she remains unmarried or obtains insurance coverage under Medicare, etc.

ARTICLE 17

UNIFORMS

Section 1. Uniform Allowances. Uniform allowances shall be according to the following schedule:

Animal Control Officer	$800.00
Appraiser	$400.00
Assistant Code Enforcement Officer	$400.00

Assistant Recreation Director	$400.00
Code Enforcement Officer	$400.00
Deputy Fire Chief	$800.00
Deputy Police Chief	$800.00
Emergency Management Director	$400.00
Police Lieutenant	$800.00
Public Works Manager	$400.00
Recreation Director	$400.00
Recreation Program Director	$400.00
Sewer Superintendent	$400.00
Water/Wastewater Treatment Plant Chief Operator	$400.00
Water Superintendent	$400.00

Section 2. Foul and Safety Gear. The **Town** shall determine and provide foul weather gear and such safety equipment as is necessary for Employees to safely carry out their duties.

ARTICLE 18

MISCELLANEOUS

Section 1. Mileage Rate for Use of Personal Vehicle. Any Employee who is required to use his/her personal vehicle for any job-related purpose may elect to track actual miles used for such purpose and shall be reimbursed at the current Federal rate.

Section 1.1. Vehicle allowance. Any Employee who is required to use his/her vehicle daily and or for after hours Town business, with the approval of the Town Manager, shall receive a compensation for use of a privately owned vehicle at $400. per month.

Section 1.2. In lieu of the vehicle allowance, The Town may assign a Town Owned vehicle that satisfies the need of the Dept, identified by the Dept Head, to the Employees and provide service requirements including fuel and financial obligations associated with said vehicle, for his daily use including travel to and from work and any responsibilities identified in Section 1.1

Section 2. Reimbursement for Training. Any Employee who is required by the **Town** to attend a seminar, course or program to maintain or improve his/her job skills shall be reimbursed for all authorized and approved expenses incurred by him including but not limited to tuition, lodging, meals and mileage.

Section 3.1. Educational Incentive: On or about September 1 of each year qualifying unit Employees shall be paid for college level credit in a job related field or in management at the following rates:

Master's Degree	$1,500.00
Bachelor's Degree	$1,100.00
Associate's Degree	$650.00
Per credit hour before a degree is earned	$10.00*

*To a maximum total of $300.00

Section 3.2. Pro-Rated Education Pay. Education pay will be pro-rated for those Employees who work less than forty (40) hours per week.

Section 3.3. Educational Reimbursement. The **Town** shall reimburse an Employee who successfully completes a course for any subject for one degree program only. Reimbursement shall be one hundred percent (100%) for an "A" or a "B" and seventy five percent (75%) for a "C". Reimbursement shall be on a first come, first served basis for advanced approval of the course to be taken. Applications for approval must be submitted to the Employees Department Head by August 1st each year. The total to be appropriated by the **Town** each year shall not exceed $12,000 for all costs under this section. The maximum reimbursement shall be two thousand dollars ($2,000) per Employee per Year.

Section 3.4. Deputy Tax Collector and Deputy Town Clerk. The Offices/positions of Deputy Tax Collector and Deputy Town Clerk shall be filled in accordance with the provisions of State Law.

Section 4. Temporary Service Out of Rank: Any unit Employee who shall perform the duties of a higher rank shall be paid at that rank while performing such duties.

Section 4.1. Police Promotions. Only applicants, with a police sergeant's rank or higher or equivalent experience in either a Federal, State or local law enforcement agency, based on review of the **Town**, are eligible for promotion to the position of Police Lieutenant or Deputy Police Chief.

ARTICLE 19

SEPARABILITY

Section 1. If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, laws, ordinances and regulations of the United States of America and the State of New Hampshire all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

ARTICLE 20

ENTIRE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the **Town** and the Association, for the duration of this Agreement, each voluntarily and unequalifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

This Agreement supercedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with the Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

Section 2. Both parties agree that increased economic obligations negotiated under this successor agreement over those included in the Agreement expiring March 31, 2015, are subject to the approval of the legislative body.

Section 3. The wages and benefits negotiated under this Agreement shall only apply to those Employees who are employed by the **Town** within the bargaining unit as of the execution date of the contract.

ARTICLE 21

DURATION

Section 1. This Agreement as executed by the parties shall remain in full force and effect until 11:59 p.m. on March 31, 2018, or until replaced by a successor Agreement. The provisions of this Agreement shall be effective upon signing.

Section 2. Renegotiation of this Agreement will be effected by written notification by one party as required by 273-A, as amended.
Negotiations shall commence within two weeks of receipt of such notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 27TH day of March. 2015

WITNESS:

Kelly J. O'Connor

BOARD OF SELECTMEN

Raymond Smith

Raymond Smith, Chairman

Aboul B. Khan, Vice Chairman

Theresa A. Kyle

Theresa A. Kyle, Clerk

WITNESS:

Kelly J. O'Connor

SEABROOK SUPERVISORY EMPLOYEES" ASSOCIATION

Philippe J G Mathis

SSEA President

Kenneth P Fairy

John Starkey

SSEA Vice President

, Secretary

WITNESS:

Kelly J. O'Connor

TOWN MANAGER

Recd & Recorded
April 3, 2015
9:15 AM
Chuck Bonea
Deputy Town Clerk

Town of Seabrook Pay Plan - 2015
Seabrook Supervisory Employees' Association

Descriptions	Hire	6 Mos	36 Mos/3 Yrs	120 Mos/10 Yrs	180 Mos/15 Yrs	240 Mos/20 Yrs
Deputy Police Chief	2.50%					
Deputy Fire Chief	60,800.95	63,257.88	65,715.83	68,692.43	70,625.58	72,616.13
Police Lieutenant	29.231	30.412	31.594	33.025	33.955	34.912
Assessor						
Finance Manager	63,257.88	65,617.43	66,330.83	66,512.25	68,379.80	70,303.73
Chief Plant Operator	30.412	31.547	31.890	31.977	32.875	33.800
*						
Sewer Superintendent	54,468.50	59,840.53	65,212.55	67,024.75	68,892.30	70,816.23
	26.187	28.769	31.352	32.223	33.121	34.046
Public Works Manager	53,956.00	59,328.03	64,700.05	66,512.25	68,379.80	70,303.73
Water Superintendent	25.940	28.523	31.106	31.977	32.875	33.800
Code Enforcement Officer	48,767.45	52,103.83	55,834.83	57,381.55	58,975.43	60,616.45
Recreation Director	23.446	25.050	26.844	27.587	28.354	29.143
Welfare Officer	41,792.33	46,829.18	52,076.15	53,509.10	54,986.13	56,508.25
	20.092	22.514	25.037	25.726	26.436	27.167
Assist. Code Enforcement Officer	41,715.45	44,820.18	47,280.18	49,460.35	50,816.43	52,213.50
	20.056	21.548	22.731	23.779	24.431	25.103
Animal Control Officer	35,272.30	36,834.40	39,906.33	49,000.13	50,341.85	51,724.58
	16.958	17.709	19.186	23.558	24.203	24.868
Assistant Recreation Director	36,794.43	42,757.88	43,722.40	44,906.28	46,126.03	47,381.65
Program Director	17.690	20.557	21.020	21.590	22.176	22.780
Assistant Finance Manager						
Deputy Tax Collector	36,929.73	42,629.75	43,464.10	44,639.78	45,851.33	47,098.75
Deputy Town Clerk	17.755	20.495	20.896	21.461	22.044	22.644
Emergency Management Director	41,782.94	49,396.31	54,918.19	56,434.04	57,998.93	59,610.72
	20.088	23.748	26.403	27.132	27.884	28.659
Employee Services Manager	49,091.43	51,613.59	54,282.85	55,788.04	57,331.61	58,924.22
	23.602	24.814	26.098	26.821	27.563	28.329

Reflects .50 Raise effective April 1, 2012

Effective April 1, 2003 Those employees with less that fifteen (15) years will go to their next step (not a new or additional step).

* Sewer Superintendent Wage Change - Annual Wage Steps increased by $500 per Sidebar effective 10-17-05 - Water/Sewer