

COLLECTIVE BARGAINING AGREEMENT

TOWN OF SEABROOK

AND

SEABROOK EMPLOYEES' ASSOCIATION

Affiliated with:
State Employees' Association of New Hampshire /
Service Employees' International Union Local 1984,
AFL-CIO, CLC

APRIL 1, 2007 – MARCH 31, 2008

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ARTICLE 1
RECOGNITION

1.1 The Town of Seabrook and the Seabrook Employees Association agree that for the purposes of administration, this Agreement shall pertain to all permanent full time employees in the following classifications in the police, fire, water, sewer, recreation and highway departments and in the town offices:

- Certified Assessing Clerk
- Certified Laborer
- Chief Mechanic
- Clerk
- Custodian
- Dispatcher
- Employee Services, Payroll and Benefits Supervisor
- Equipment Operator / Certified Laborer / Laborer
- Equipment Operator / Laborer
- Janitor
- Laborer
- Mechanic I / CDL
- Secretary
- Secretary, Bookkeeper and Office Supervisor
- Wastewater Laboratory Technician
- Wastewater Pre-Treatment Manager
- Wastewater / Water Operator – Grade I
- Wastewater / Water Operator - Grade II
- Wastewater / Water Operator - Grade III
- Working Foreman

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

1.3 The Town agrees to notify the Association of changes in job positions/classifications in departments of the Town which are covered by this Agreement.

ARTICLE 2
NO STRIKES

2.1 During the term of this Agreement, no employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, or other illegal activity or the withholding of services to the Town of Seabrook.

2.2 The Association agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to in 2.1. above.

ARTICLE 3
MANAGEMENT RIGHTS

- 3.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Town retains all its customary, usual and exclusive rights, decision making in any way incidental to its responsibility to manage the affairs of the Town or any part of the Town, and the Town retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.
- 3.2 Without limitation, but by way of illustration, the exclusive prerogatives, functions. and rights of the Town shall include the following:
1. To direct and supervise all operations, functions and policies of the Town in which the employees in the bargaining unit are employed.
 2. To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations or facilities for budgetary or other reasons.
 3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
 4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work safety, materials, uniforms, appearance, equipment, methods, and procedures.
 5. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
 6. To assign and distribute work.
 7. To assign shifts, workdays, hours of work, and work locations.
 8. To determine the need for and the qualifications of new employees, transfers, and promotions.
 9. To discipline, suspend, demote or discharge an employee for just cause.
 10. To determine the need for additional educational courses, training programs, on-the-job training and cross-training.

ARTICLE 4
EMPLOYEE AND ASSOCIATION RIGHTS

- 4.1. Bulletin Boards: The Town shall provide seven (7) bulletin boards in non-public work areas for the exclusive use of the Association in communicating with employees in the bargaining unit.

The bulletin boards shall be located in the highway garage, town hall, police department, fire department, recreation department, transfer station, and the wastewater treatment plant.

- 4.2. The rights of employees in the bargaining unit and the association hereunder are limited to those specifically set forth in this Agreement, and in RSA 273-A.
- 4.3. The Seabrook Employees Association shall be permitted to use meeting facilities of the Town for meetings when such facilities are available and when such meetings do not interfere with the regular business of the Town or any of its departments, provided that such use is pre-scheduled with the Town at least forty-eight (48) hours in advance.
- 4.4. Labor Management Committee:

Composition:

The parties agree to establish a Labor Management Committee consisting of no more than three (3) representatives of the Town's Negotiating Team and no more than three (3) representatives of the Association's Bargaining Team. Individual representatives of the Town and Union are appointed at the discretion of the respective party and may be changed at any time by written notification to the other party.

Meetings:

The Committee shall meet not less than quarterly and at other times as may be necessary to carry out its purpose and responsibilities as set forth in this agreement.

Purpose:

The purpose of the committee shall be to make recommendations to the respective bargaining teams with respect to items of mutual concern.

ARTICLE 5
NON-DISCRIMINATION

- 5.1. Neither the Town nor the Association shall interfere with the rights of employees covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against any such employees because of lawful Association membership or non-membership activity or status.
- 5.2. Neither the Town nor the Association 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, sexual orientation, mental handicap or physical handicap, except as any of these factors may be bona fide occupational qualifications.

ARTICLE 6
DUES DEDUCTION

- 6.1. Upon receipt of an individually written authorization by an Association member covered by this Agreement and approved by the authorized officer of the Association, the Town agrees to deduct from the pay of each Association member so authorized the current Association dues as certified to the Town by the Treasurer of the Association. 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 Association, 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 Association beyond the regular dues.
- 6.2. Should there be a dispute between an employee and the Association over the matter of dues deduction, the Association agrees to defend and hold the Town harmless in any such dispute.

ARTICLE 7
HEALTH AND SAFETY

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

ARTICLE 8
WORK RULES

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

- 8.2. Employees shall be provided with a mechanical lifting device for the purpose of handling abnormally heavy trash containers, including the 55 gallon containers.

ARTICLE 9
DISCIPLINE

- 9.1 Disciplinary action will be for just cause and will normally be taken in the following order:
- (a) Verbal warning
 - (b) Written warning
 - (c) Suspension without pay
 - (d) Discharge

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

- 9.2. All disciplinary actions, except verbal warnings, shall be written and shall cite the act or omission which supports the disciplinary action. All written statements of disciplinary action shall be presented to the employee as soon as possible, but not more than three (3) work days after the act or omission or discovery thereof.
- 9.2.1 The Employer agrees to make an effort to counsel and / or reprimand employees in private and to limit discussion of any employee's problems by supervisors to essential parties.
- 9.3. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt, which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, he shall comply with the rules and then grieve, if he feels he has been wronged, except in those instances where the employee's health or safety are concerned.
- 9.4. Employees' rights with respect to access to their personnel file shall conform to RSA 275:56, as amended. Written warnings shall be purged from an employee's file after nine (9) months, provided no further disciplinary action has been taken. Suspensions shall be purged from an employee's file after two (2) years, provided no further disciplinary action has been taken.
- 9.5 All material relating to discipline to be placed in an individual's personnel file shall be dated and a copy given to the individual as soon after the filing as is possible.
- 9.6 There shall be only one (1) official personnel file for each bargaining unit member. The personnel file shall be kept at all times in a secured storage cabinet in an office under the control of the Board of Selectmen and / or the Town Manager. The personnel file may be divided into several different sections that cover such topics as medical, discipline, certifications, etc. Materials that are not contained in the official personnel file shall have no standing.

9.7 Personnel files shall be confidential in accordance with the law.

ARTICLE 10
GRIEVANCE PROCEDURE

- 10.1. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.
- 10.2. For the purpose of this Agreement, a grievance is defined as those disputes involving the interpretation, application or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.
- 10.3. Time Limit for Filing: No grievance shall be entertained or processed unless it is submitted within ten (10) business 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) working days after receiving notification of such action against him/her or his/her desire to appeal the suspension, lay-off or discharge.
- 10.3.1. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Department/Town's last answer.
- 10.3.2. If the Department/Town does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.
- 10.3.3. The time limit in each step may be extended by mutual agreement of the individuals involved in the step.
- 10.3.4. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive, and excludes Saturdays, Sundays and holidays on which Town Hall is closed.
- 10.4. Levels of Review:
1. Employee's Supervisor
 2. Department Head
 3. Town Manager
 4. Board of Selectmen
 5. Arbitration.
- 10.5. Step I:

- 10.5.1. Any employee having a grievance, or one designated member of a group having a grievance, should first take the grievance up with the supervisor, 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 Association 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, and any such resolution achieved without the participation of the exclusive representative shall be confirmed in written form with a copy presented to the Union.
- 10.5.2. If the effort at oral resolution has not been successful, the grievance shall be reduced to writing and presented to the first level of review within the ten (10) business day time limit.
- 10.5.3. The individual receiving the written grievance shall give a written decision within five (5) business days after such presentation.
- 10.6. Step II:
 - 10.6.1. If the grievance is not settled in Step I and the employee wishes to appeal the grievance, it shall be referred in writing to the department head within five (5) business days after the answer in Step I. The department head, or his/her designee, shall discuss the grievance within five (5) business days with the employee and his/her representative at a time mutually agreeable to the parties.
 - 10.6.2. The department head, or his/her designee, shall give his/her written decision within (5) business days following the meeting.
- 10.7. Step III:
 - 10.7.1. If the grievance is not settled in Step II and the employee desires to appeal, it shall be referred in writing to the town manager, or his/her designated representative, within five (5) business days after the department's answer in Step II. A meeting between the town manager and the employee and his/her representative shall be held at a time mutually agreeable to the parties, within five (5) business days of receipt of the Association's appeal.
 - 10.7.2. The town manager or his/her representative, shall give his/her written decision within five (5) business days following the meeting.
- 10.8. Step IV:
 - 10.8.1. If the grievance is not resolved in Step III and the employee desires to appeal, it shall be referred in writing to the board of selectmen within five (5) business days after the town manager's answer in Step III. Within five (5) days after receipt of a grievance, the board of selectmen shall meet with the grievant and his/her representative for the purpose of hearing the arguments of the parties involved.

10.8.2. Within ten (10) business days after said meeting, the chairman of the board of selectmen shall answer the grievance in writing.

10.9. Step V:

10.9.1. If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration within 10 (ten) business days after receipt of the board of selectmen answer in Step IV. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) 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 Association 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 Association and a mutually agreeable meeting time will be arranged.

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

10.9.3. The fee and expenses of the arbitrator shall be divided equally between the Town and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

10.10. 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 Association's request for arbitration.

ARTICLE 11

PROMOTIONS, TRANSFERS, SENIORITY AND PROBATIONARY PERIODS

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

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

- a. Voluntary quit.
- b. Discharge for just cause.
- c. Failure to report for work in accordance with the provisions of a recall notice.
- d. Absence for three (3) consecutive working days without properly notifying the Town.
- e. Failure to be recalled from layoff or failure to return to work due to any non-occupational connected illness or accident for a period of twelve (12) months.
- f. Retirement.

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

11.4. Non-Application of Seniority Rights Within Classification: Seniority does not give employees any preference for particular types of work within their job classification or to places of work, or equipment.

11.5. 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 fourteen (14) calendar days before the effective date thereof unless circumstances beyond the control of the Town prevent this length of notice.

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

The job classifications shall be:

- Certified Assessing Clerk
- Certified Laborer
- Chief Mechanic
- Clerk
- Custodian
- Dispatcher
- Employee Services, Payroll and Benefits Supervisor
- Equipment Operator / Certified Laborer / Laborer
- Equipment Operator / Laborer
- Janitor
- Laborer
- Mechanic I / CDL

- Secretary
- Secretary, Bookkeeper and Office Supervisor
- Wastewater Laboratory Technician
- Wastewater Pre-Treatment Manager
- Wastewater / Water Operator – Grade I
- Wastewater / Water Operator - Grade II
- Wastewater / Water Operator - Grade III
- Working Foreman

Employees shall be recalled to any vacancy within the job classification in the town in the reverse order in which they were laid off. A person who is laid off shall maintain his seniority for twelve (12) months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the department head 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, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the department head with his latest mailing address. In any event, the employee must return to work within two (2) weeks of the date specified.

- 11.6
1. The Town reserves and shall have the right to make promotions and transfers. No employee shall be transferred for punitive or harassment purposes.
 2. Job vacancies shall be posted on all department bulletin boards for a period of five (5) consecutive work days. For the purpose of this section, work days are Monday through Friday. Holidays, weekend days and other days declared to be non-working days by legal authority that fall within the posting period under this section shall not interrupt the requirement for five consecutive work days of posting. Postings that are found to be defective or require a correction shall be posted for a new posting period without prejudice.
 3. Vacancies and promotions shall be filled by the most qualified individual within the unit provided there is no more qualified individual applying from outside the unit. Where two (2) unit employees are equally qualified, the most senior individual shall receive the position.
 4. Job postings shall include job specifications, (where available), rate of pay, job location, and also notice that it is a permanent job with a permanent rating.
 5. The above procedure shall be followed in all permanent promotions and transfers.
 6. An employee who meets the minimum qualifications and is promoted or transferred to another position may be placed in a probationary status in that position not to exceed ninety (90) days except when an employee is promoted or transferred into a similar position i.e., (clerk/secretary to clerk/secretary, laborer to CDL, etc.) the probationary period will be waived. 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 or transfer.

- a. Any part-time employee who has worked on a continuous basis for the Town prior to being hired full time will be given credit toward their probationary period. The number of hours worked as part time will be accumulated and credited toward his/her probationary period.
- 7. The Town shall not use the outside testing company process to fill bargaining unit positions except in the case of dispatchers. This provision shall not prohibit the conduct of drug and alcohol testing at the time of employment, the conduct of drug and alcohol testing in accordance with state or federal law or for reasonable suspicion, the requirement for physical examinations or background checks prior to, or as a condition of, employment.

11.7 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.

11.8.1 Temporary Promotion: Whenever an employee is required to assume the duties of his/her supervisor, he/she shall be paid for all such work on the pay scale applicable to that higher classification and at the same step at which the affected employee is paid in his/her normal classification.

11.8.2 Qualifications Required for Temporary Promotion

- a. Transfer Station: Full-time permanent employees in the bargaining unit who are employed to work at the Transfer Station shall assume the duties of the Working Foreman in his / her absence in a rotating manner on the basis of seniority within the department.

Employees will be eligible for inclusion on the rotation list provided the employee designated to temporarily assume the Working Foreman's duties possesses a Level III Advanced Operator Certification from NHDES, possesses a Commercial Driver's License (CDL), and completes a Foreman's Training Program to be designed and offered by the Town. Once developed, the Foreman's Training Program shall be offered on an equal basis to all bargaining unit members who possess the Level III Certification (referred to above) and a CDL.

Compensation for all such work shall be paid as defined in Article 11.8.1, above.

- b. Highway, Wastewater and Water Departments: Full-time permanent employees in the bargaining unit who are employed to work at the Highway, Wastewater and Water Departments shall assume the duties of the Working Foreman in his / her absence in a rotating manner on the basis of seniority within their respective departments.

This will be done provided the employee designated to temporarily assume the Working Foreman's duties is qualified to perform such duties.

Compensation for all such work shall be paid as defined in Article 11.8.1, above.

- c. Public Works, Wastewater and Water Departments: Full-time permanent employees in the bargaining unit who are employed to work at the Public Works, Wastewater and Water Departments shall assume the duties of the Director (DPW) / Chief Operator (Wastewater) / Superintendent (Wastewater) / Superintendent (Water) in his / her absence in a rotating manner on the basis of seniority within their respective departments.

This will be done provided the employee designated to temporarily assume the DPW Director / Chief Operator / Superintendent duties is qualified to perform such duties.

Compensation for all such work shall be paid as defined in Article 11.8.1, above.

ARTICLE 12 **HOURS OF WORK**

- 12.1. Practices regarding work hours, shifts and schedules which were in effect as of the effective date of this Agreement shall continue in effect without modification for the duration of the Agreement. Paid coffee breaks shall not exceed fifteen (15) minutes and paid meal breaks shall not exceed thirty (30) minutes. Current practices with regard to dispatchers' meals shall continue.
- 12.2. Upon approval, in advance, by the department head and based upon a satisfactory reason, individual employees may request and be granted deviations in their normal schedule within a particular pay period where such deviation does not affect the operation and efficiency of the department.

ARTICLE 13 **OVERTIME**

- 13.1. Hours of work beyond the employee's normal work week, forty hours, shall be considered as overtime. Overtime shall be based on the number of hours worked, and credit shall be given for all hours paid but not worked, except for sick leave. Overtime shall be paid at one and one-half times the employee's regular rate of pay.
- 13.2. Work outside the normal work schedule shall be made equally available to department employees on the basis of an established call list for each work section and a general call list which are at least on an annual basis on January 1st presented to the Association for its review and concurrence with the method and manner of assignment of work.

Overtime shall be offered on a rotating basis according to the call list first to those employees within the work section and according to the agreement reached by the Town and the Seabrook Employees Association. When the need arises for additional employees and the Town has exhausted the work section call list, the Town shall then utilize the general call list which is comprised of all unit employees capable of performing said work.

In the case of dispatchers, beginning January 1 and each January 1 thereafter, the call list will be started and rotation of all employees for the purposes of call back and filling of vacant shifts will take place during the full year.

- 13.3. Employees who are called back to work after the conclusion of their regular work day shall be reimbursed for a minimum of three (3) hours of service at the rate of one and one-half (1 1/2) times the employee's current rate of pay. If the need for services is less than three (3) hours, the employee will be guaranteed three (3) hours pay at 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.
 - 13.3.1 Compensation shall not be paid more than once for the same hours under any provision of this article or agreement, i.e., no pyramiding.
 - 13.3.2 This section does not apply to call back times annexed to the beginning of the work shift, or to hold-over time annexed to the end of the work shift.
- 13.4. 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.
- 13.5 In the case of dispatchers, overtime hours worked shall not exceed thirty-two (32) hours per week unless in the opinion of the department head this provision needs to be waived in the case of an emergency for the efficient operations of the Department.
- 13.6 A dispatcher who signs up for, or who otherwise agrees to take a vacant shift, shall work said shift(s) unless specifically excused by the chief of police for good cause or unless said employee cancels said shift(s) prior to forty-eight (48) hours of said shift(s). An unexcused failure to work a scheduled shift shall subject the employee to being excluded from the call list for the next two (2) work weeks or the next two times the list is called for such offense, whichever comes first.
- 13.7 Police Department Support Staff:

Full-time secretarial / clerical employees at the Seabrook Police Department shall be allowed to perform additional work for the Town in the position of part-time Police Dispatcher.

Full-time secretarial / clerical employees also employed as part-time dispatchers shall be paid overtime for any and all hours worked as part-time Police Dispatchers to the extent that the hours worked in any such position are in excess of forty (40) hours of compensated time at the

employee's full-time position (whether such compensated time represents hours actually worked, vacation leave, or other paid leave time as provided for under the terms of this Agreement).

Full-time secretarial / clerical employees so employed shall be compensated at the rate of one-and-one-half times their regular rate of pay in their full-time position.

13.8 Weekend Work:

Any bargaining unit member employed in the Public Works, Wastewater or Water Departments who is assigned to work on weekends shall be paid overtime for those assigned weekend hours. The Town shall not require any employee assigned work hours on the weekend to take an equivalent number of hours off during the week in order to avoid paying the member overtime for the hours worked on the weekend.

ARTICLE 14
COMPENSATION

14.1. Wages: The salary schedules for unit employees will be adjusted as follows:

14.1.1 The wage scale for the bargaining unit shall receive an across-the-board reclassification adjustment in the amount of one-dollar-and-twenty-five-cents (\$1.25) for all steps on the wage scale

14.1.2 Once the adjustment in 14.1.1, above, have been made, all steps on the wage scale shall receive a three percent (3%) cost-of-living adjustment

14.1.3 Once the adjustments in 14.1.1 and 14.1.2, above, have been made, two additional steps shall be added to the wage scale:

- a. Step 8 shall be added for employees with 15 years (180 months) seniority with the wage rate to be set at three percent (3%) above the wage rate for Step 7 (10 years / 120 months)
- b. Step 9 shall be added for employees with 20 years (240 months) seniority with the wage rate to be set at three percent (3%) above the wage rate for Step 8 (15 years / 180 months)

14.1.4 All employees shall receive the following educational incentives while employed by the Town of Seabrook:

- a. an employee who holds an Associate's Degree in a course of study related to his / her job shall receive an annual stipend of \$500 to be paid by separate check during the first pay period in December of each year
- b. an employee who holds a Bachelor's Degree in a course of study related to his / her job shall receive an annual stipend of \$1,000 to be paid by separate check during the first pay period in December of each year.

14.2. Longevity Bonus Pay: Unit employees employed as of April 1, 1996 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	- \$400.00
Completion of ten (10) years of continuous service	- \$550.00
Completion of fifteen (15) years of continuous service	- \$650.00
Completion of twenty (20) years of continuous service	- \$700.00

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

Effective as of April 1, 1996, any employee hired after that date will not be eligible for longevity. All existing employees will be grand-fathered under existing language.

Payment of longevity pay shall be made by separate check from the regular payroll check during the first pay period in December of each year.

14.3 The Town presently provides a voluntary deferred comp and supplemental retirement plan administered by ICMA. Should the retirement plan be eliminated or decreased the Town will negotiate a new retirement plan with the Seabrook Employees Association.

14.4 In the event that a p/t employee of the Town assumes a f/t position, he/she shall be given credit for continuous part-time service for pay purposes only, subject to the following:

- a. such employees shall be credited with past service for continuous past part-time service in a similar position in Town employment;
- b. service will be prorated on the basis of the 2080-hour work year;
- c. the date of permanent full-time employment shall be used for the unit seniority list, however, all benefit calculations shall be acknowledged that a part time employee who has worked on a continuous basis for the Town prior to being hired full-time will be given credit toward their probationary period. The number of hours worked as part time will be accumulated and credited toward the probationary period and calculation of benefits.
- d. continuous part-time service shall be defined as service provided to the town on a continuous basis without a break in service other than for layoff in any calendar year and for which the employee was ready and able to work upon recall.

14.5 Standby Duty - (water and sewer departments only): Weekly standby for emergencies shall be compensated by one hundred dollars (\$100.00) plus any overtime, to be assigned by supervisor on a rotating basis.

The provisions of this article shall apply to Public Works Department foremen and employees who possess a CDL from December 1st through April 1st of each year.

- 14.5.1 The Town shall provide Town vehicles for those bargaining unit employees placed on an “on-call status” and are receiving the \$100.00 stipend pursuant to the Collective Bargaining Agreement.

ARTICLE 15
HOLIDAYS

- 15.1. The following dates shall be considered paid holidays:

New Years Day	Thanksgiving Day
Presidents’ Day	Day after Thanksgiving
Memorial Day	Last Workday before Christmas
Independence Day	Christmas Day
Labor Day	

Floating Holiday (may not be used in conjunction with any other holiday).

Any other day declared as a holiday by the Town, except Columbus Day and Veterans’ Day providing they meet all of the following eligibility rules unless otherwise provided herein:

- (1) The employee (except dispatchers) would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
 - (2) The employee must have worked the last scheduled work day prior to and the next scheduled work day after the specified holiday within the employee’s scheduled work week, unless the employee had an excused absence.
- 15.1.1. Holiday pay shall be computed at the employee’s regular straight-time hourly rate for the number of hours for which they would normally have worked had the day not been a holiday. In the case of employees who have work days more or less than (8) hours in length due to alternative work schedules, holiday pay shall be calculated so as to ensure that they receive their normal weekly pay.
- 15.2. In the event that an employee, except dispatchers, is required to work on one of the holidays listed above, then that employee shall receive pay at one and one half times the regular rate of pay for all hours actually worked on the holiday in addition to his/her holiday pay, if eligible.
- 15.2.1. In lieu of payment for each holiday, dispatchers covered by this agreement shall receive two (2) additional weeks pay (plus an additional day’s pay for each day proclaimed a holiday by the Town) in two (2) separate checks made payable, one, on the first pay period of July and, the other, on the first pay period of December, whether the employee has worked the holiday or not.

- 15.3. For employees who work a regular Monday through Friday schedule, holidays which fall on Saturday or Sunday shall be observed on the preceding Friday or following Monday, respectively.
- 15.4. For employees who work other than a regular Monday through Friday schedule the calendar holiday shall be the holiday.

ARTICLE 16
LEAVE ADMINISTRATION

16.1. Vacations:

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

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Yearly Accrual</u>
0 - 5	8.833 hours	13.25 days
5 - 15	13.333 hours	20 days
15 +	16.666 hours	25 days

For the purposes of this section, one (1) day shall equal eight (8) hours.

- a. Annual leave for periods of one week or more must be submitted at least 7 days prior to the taking of such leave.
 - b. Approval or denial of an application for annual leave for a period of one week or more shall be given in writing to the employee within five (5) work days of the request.
 - c. Annual leave will not be unreasonable denied.
- 16.1.2. Upon retirement or resignation, an employee shall receive payment for the number of days of annual leave to his/her credit. In the event of the death of an employee, unused annual leave shall be paid to the employee's spouse, beneficiary or estate, in that order, or to any person designated in writing for the purpose by the employee.
- 16.1.3. Employees shall not accumulate more than one and one half times their annual accrual rate.
- 16.1.4. Vacation leave may not be used in advance of accrual.

- 16.1.5. Vacations will be extended to compensate for holidays falling within the vacation period unless other specific arrangements are authorized by the selectmen.
- 16.1.6. Any absence from duty for which leave time is paid, or for official leaves with pay, shall not constitute a break in the service record.
- 16.1.7. No employee shall be entitled to work his/her vacation with pay unless special authorization is granted by the town manager.
- 16.1.8. 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.
- 16.1.9. Annual leave for periods of less than one week shall be granted at the sole discretion of the department head and may be submitted at any time prior to taking the leave.
- 16.1.10. Employees will not be allowed to utilize annual leave until they have successfully completed their probationary period.

16.2. Sick Leave:

- 16.2.1. Sick leave is considered to be an emergency fringe benefit used only as needed. All permanent employees shall accrue sick leave at the rate of one (1) day for each completed month of service from the date of probationary appointment. For the purposes of this section, one (1) day shall equal eight (8) hours. Employees hired after the 20th of the month will not accrue sick leave for that month. Sick leave may accrue to a maximum of one hundred (100) days. Employees shall be entitled to sick leave from the date of probationary appointment. Time lost by reason of leave of absence without pay, or time otherwise not worked or paid for shall not be considered in computing earned allowances of leave.
- 16.2.2. In order to be paid for sick leave an employee must notify his/her immediate supervisor or department head of his/her absence at least one (1) hour before the start of the regular work day, unless physically unable. Failure to do so will result in the forfeiture of pay. The Town reserves the right to request a doctor's statement for any time missed due to illness. Illness for which sick leave may be granted is defined as actual personal illness or bodily injury. Sick leave will be paid at the employee's base rate of pay. Sick leave usage shall be based on the actual duration of the absence, rounded to the nearest hour. An employee returning from a sick leave which exceeds three (3) consecutive work days may be required to supply a doctor's statement certifying that the employee's health is good enough to return to his/her normal duties.

Accrued sick leave shall be canceled at the termination of employment with the Town. Upon the retirement, provided the employee has reached at least the age of 62, or the death of an employee, twenty-five percent of the unused sick leave shall be paid to the employee, or, the following percentages will be paid to the employee based on the years of service:

Twenty-five percent (25%) up to five years
Thirty percent (30%) after five (5) years
Fifty percent (50%) after ten (10) years

In the event of the employee's death, the pay-outs listed above will be paid to the employee's spouse, beneficiary or estate, in that order, or to any person designated in writing for the purpose by the employee.

- 16.3. Bereavement Leave: Leave with pay shall be granted when a death occurs in a permanent employee's immediate family (spouse, parent, significant other, step-parent, child, step-child, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, grandparent, step-grandparent, grandchild, step-grandchild, sister-in-law, brother-in-law, niece, nephew, 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.

Special leave of two (2) working days shall be granted an employee for the purpose of attending the funeral in the event of the death of his/her daughter-in-law, son-in-law, aunt or uncle.

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 great aunt or great uncle, spouse's grandparents, and spouse's aunt and uncle.

- 16.4. Leave of Absence: An employee of permanent standing may be granted a leave of absence by the town manager upon recommendation of the Department Head. A leave of absence will be without pay, without the accumulation of benefits, and shall not exceed one (1) year in length. A leave of absence shall be granted when it appears, because of the past record of the employee, or because of the reason for which the leave is requested, that it is in the best interest of the Town or the employee to grant the leave.

If an employee is granted a leave of absence for health reasons, the leave shall not begin until his/her accumulated sick leave has been exhausted. The employee may save accumulated annual leave if he/she so chooses. Saved annual leave will be paid to the employee if he/she does not resume employment after the leave of absence.

If an employee is granted a leave of absence for other than health reasons, the leave shall not begin until his/her accumulated annual leave has been exhausted. Accumulated sick leave to the employee's credit shall be preserved and will be available for use upon return from the leave of absence. Sick leave will not be paid to the employee if he/she does not resume employment after the leave of absence.

An employee appearing for work on the designated date of return shall be restored to the pay status and benefit levels he/she was at prior to the leave of absence, with due regard for any and all pay and benefit increases which may have occurred during the absence. If the employee does not return to work on the designated date or receive an extension of the leave of absence, he/she will be considered to have voluntarily terminated employment with the Town.

- 16.5. For the purposes of childbearing, a female employee shall be granted a leave of absence not to exceed three (3) months. The employee will be paid for the period of disability provided that said employee has sufficient accumulated annual and/or sick leave available to cover such period. In the event that an employee requires additional time beyond that specified, application for such time may be made under 16.4.
- 16.6. 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.
- 16.6.1. In order to receive payment, an employee must give the Town prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.
- 16.7. The members of the Association'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.
- 16.8. An employee who is called to and performs short-term active duty including annual active duty for training as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided herein for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence. In order to receive payment under this paragraph an employee must give the Town prior notice of such military duty and upon his return to work, furnish the Town with a statement of the military pay received for performing such duty. Payment under this paragraph is limited to a maximum of thirty (30) 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.
- 16.9. The Town shall grant leave to an employee for any period of time he/she is required to appear before a court, judge, justice, magistrate or any governmental body for work-related purposes. Employees who are so summoned shall be paid for the time spent at the appropriate rate of pay. Employees may be expected to document any such appearances to qualify for payment hereunder. Any witness fees paid to the employee shall be given to the Town.
- 16.10. In the event of an unforeseeable personal emergency, an employee shall be granted leave without pay by the Department Head if he/she has no remaining sick leave, annual leave, or personal leave, to allow the employee to apply for a leave of absence (under 16.4) to the town manager.

- 16.11 Each unit 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.
- 16.12 Sick Leave Bonus: Bargaining unit members who have worked a full calendar year shall receive an additional annual payment for his / her failure to use sick leave during the calendar year, on the basis of the following schedule:

<u>Sick Leave Used</u>	<u>Payment</u>
0-to-24 hours used	24 hours pay
24+-to-32 hours used	16 hours pay
32+-to-40 hours used	8 hours pay

Payment under this section shall be made to the bargaining unit member in the first payroll period of February following the end of the calendar year in which it was earned.

Payment shall be made by virtue of a check separate from the regular payroll check.

Payment shall be based on the hourly rate being paid to the employee on December 31st of the year during which the payment is earned.

ARTICLE 17 **INSURANCE**

- 17.1 The Town shall provide health and hospitalization insurance for employees and their dependents according to the following cost-sharing rates:
- a. Blue Choice: at no cost to the employee
 - b. Anthem JY: the employee shall be responsible to pay ten percent (10%) of the monthly premium charged by the insurer

Such insurance coverage shall provide a level of benefits which is at least equal to the level of benefits provided by the Blue Cross/Blue Shield plan J-Y with one million dollars major medical, Managed Care, and Participating Provider Differential endorsements included. Although coverage is currently being provided by Blue Cross/Blue Shield, the parties agree that the Town may seek coverage from alternative carriers, provided that there is no reduction in benefits or coverage by so doing.

The Town shall permit retired employees to remain on the health insurance plan after they retire. Employees who elect to do so shall be responsible for the cost of such insurance.

The Town agrees to notify the union upon receipt of notice from the insurance carrier of any change in the design, benefits, coverage, exemptions or applicability of the above mentioned insurance plan.

- 17.2. All full time permanent employees covered by this agreement shall be covered with a life insurance policy in the amount of fifty thousand (\$50,000) dollars and it is agreed by the parties hereto that the Town shall have the sole right to determine which company provides such life insurance. Life insurance coverage provided herein shall terminate upon the termination of employment for whatever reason. See Appendix B.
- 17.3. The Town will provide a short-term (26 weeks) disability income protection insurance for unit employees, at no cost to the employees. Said level of benefits shall be two-thirds (2/3) of the employee's weekly earnings to a maximum of one thousand five hundred dollars (\$1,500.00) per week in accordance with the terms of the carrier. See Appendix B.

Employees who are on short-term disability insurance coverage will not accrue or be compensated for vacation leave, sick leave, holidays, personal days, bereavement leave, family medical leave, jury duty, military leave, uniform allowances, longevity pay (pro-rated) or standby pay.

- 17.4. The Town shall provide Workers Compensation Insurance for all employees covered by this agreement.

When an employee is absent from duty as a result of 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 Workers' Compensation coverage, the injured employee may use his accumulated annual and/or sick leave on a pro rata basis in order that the injured employee receive his full net pay.
 - b. After the first two (2) months coverage, in accordance with paragraph "a" above, the injured employee shall be paid his full net pay less the amount of Workers' Compensation. Payments made under the provisions of this paragraph shall not be charged to the employee's accrued annual/sick leave.
 - c. After four (4) months of coverage, in accordance with the provisions of paragraph "a" and "b" above, the town manager shall have the right to re-evaluate the extent, permanency, and appropriateness of the employee's injury.
- 17.5. 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 C of this Agreement.
- 17.6. The Town will provide long term disability insurance for unit employees, at no cost to the employees. Said level of benefits shall be sixty percent (60%) of basic monthly earning to a maximum of six thousand dollars (\$6,000.00) per month in accordance with the terms of the carrier. See Appendix D.

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.

Employees who are on long-term disability insurance coverage will not accrue or be compensated for vacation leave, sick leave, holidays, personal days, bereavement leave, family medical leave, jury duty, military leave, uniform allowances, longevity pay (pro-rated) or standby pay.

If it is determined that an employee who is receiving long-term disability payments hereunder cannot return to work in the future due to their disability then the employee's position will be considered vacant within thirty (30) days of such determination and the Town may fill the employee's position as a vacant position, except that when an employee who has been on long-term disability insurance coverage for a period of six (6) months then their position will be considered vacant and the Town may fill the employee's position as a vacant position.

17.7 Payroll Deduction:

The Town shall allow a payroll deduction for a union insurance benefit offered to union members only through American Family Life Assurance Company of Columbus (AFLAC). The Town shall make payment of these withholdings in the appropriate manner, such instructions to be provided through the SEA.

ARTICLE 18
UNIFORMS

18.1. Employees covered by this agreement shall be provided with a uniform/clothing allowance which will be paid to the employee annually and which will be as follows:

Water and Sewer Department employees	\$300.00
Highway Department employees	\$300.00
Dispatchers	\$400.00
Custodians	\$300.00
Clerical Employees / Secretaries	\$100.00

The payment shall be made by separate check from the regular payroll check.

2007, the payment shall be made in the first payroll period after April 1, 2007. Beginning in 2008, the payment shall be made during the month of January.

Uniforms/clothing for water, highway, and custodial employees shall include shirts, pants and for the Water Department employees shall also include tee shirts bearing the Water Department insignia. Uniforms for dispatchers shall include the current uniform requirement as posted by the Chief of Police.

Upon termination of any kind, the employee shall turn in to the Department Head all uniform items.

- 18.2. The Town shall provide and replace as necessary foul weather gear, safety shoes, and such safety equipment as is necessary for employees to safely carry out their duties. Foul weather gear shall include winter jackets, rain wear, gloves, boots, and any other item designated by the Department Head.

ARTICLE 19
MISCELLANEOUS

- 19.1 Any employee who is required to use his/her personal vehicle for work-related purposes shall be reimbursed a mileage allowance at the rate permitted at that time by the Town's then applicable mileage rate.
- 19.2 Any employee who is required by the Town to attend a seminar, course or program to maintain or improve his/her job skills shall be reimbursed for all authorized and approved expenses incurred by him including but not limited to tuition, lodging, meals and mileage.
- 19.3. The Town will provide to permanent full time employees covered by this agreement, 100% tuition reimbursement for college level or technical course work (accredited). In order to qualify for this benefit, the course material/subject must be related to the employee's job or in some way enhance the employee's job skills. Employees who wish to obtain tuition incentive reimbursement, must submit course outlines to their Department Head for approval prior to participation in the program.

Upon the satisfactory completion of the course, the employee shall submit evidence of attaining a passing grade of "B" or better along with a paid receipt for course tuition.

ARTICLE 20
SEPARABILITY

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 regulation 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 21
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Town and the Association, for the duration of this agreement, each voluntarily and

unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to, or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This agreement may only be amended during its term by the parties' mutual agreement in writing.

This agreement supersedes and cancels all prior 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.

ARTICLE 22
DURATION

- 22.1 This agreement as executed by the parties shall take full force and effect beginning April 1, 2007, and ending at 11:59 p.m. on March 31, 2008, or until replaced by a successor agreement.
- 22.2 Renegotiation of this agreement will be effected by written notification by one party as required by 273-A, as amended. Negotiations shall commence within 2 weeks of receipt of such notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2007.

TOWN OF SEABROOK:

SEABROOK EMPLOYEES ASSOCIATION:

Cora E. Stockbridge, Chairman
Board of Selectmen

William Knowles

Richard McCann
Selectman

Michael Colin

Robert Moore
Selectman

Allen Eaton

Claire Littlefield

Ralph Marshall