

AGREEMENT BETWEEN THE
TOWN OF SALEM, NEW HAMPSHIRE



AND THE
SALEM POLICE EMPLOYEES ASSOCIATION

April 1, 2022 to March 31, 2027

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ARTICLE 1

AGREEMENT, PURPOSE AND NON-DISCRIMINATION

1. This agreement between the Town of Salem, New Hampshire (hereinafter called the “Town”) and the **Salem Police Employees Association** (hereinafter called the “Union”), is made and entered into on this day.
2. The general purpose of this Agreement is to set forth agreements reached between the Town and the Union with respect to wages, hours, and other terms and conditions of employment.
3. The Town and Union agree not to discriminate against a member of the Unit because of race, creed, color, sex, age, religion, national origin, Union status or a physical/mental disability, marital status, veteran status, genetic information, sexual orientation, or any other protected category which does not affect his/her ability to carry out the duties and responsibilities of the position.

ARTICLE 2

RECOGNITION

1. The Town recognizes “**the Union**”, as the exclusive bargaining agent for:

All full time permanent members of the Town’s police department to include the following:

Patrol Officers
Sergeants
Dispatch Supervisor
Dispatchers
Animal Control Officer

2. The term “employee” as used herein refers to members of the unit as listed above.

ARTICLE 3

EXCLUSION

1. The agreement excludes the ranks of:

Chief
Deputy Chief
Captain
Lieutenant
Special Police Officer

2. The inclusion or exclusion in the bargaining unit of new or revised personnel classifications established by the Town subsequent to the effective date of this agreement shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.
3. The exclusion of members from the Union for the purpose of assuming confidential status shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.
4. **A newly hired employee shall be considered to be a probationary employee for the first twelve (12) months of his/her employment. The Town shall have the right to terminate any probationary employee, for any reason, and neither the employee nor the Union may make such discharge the subject matter of the grievance and arbitration provisions of this Agreement.**

ARTICLE 4

MANAGEMENT RIGHTS

1. The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this agreement are retained in the sole discretion of the Town. The right to determine and structure the goals, purposes, functions and policies of the Town without prior negotiations with the Union shall include:
 - a. The right to direct employees, to determine qualifications, hiring criteria, to establish standards for work, retain employees in positions.
 - b. The right to layoff personnel due to budgetary constraints and/or lack of work
 - c. The right to take such action as in its judgment is necessary to maintain the efficiency of the Department operations.
 - d. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the Department operations are to be conducted.
 - e. The right to make personnel rules, regulations, and policies not inconsistent with the provisions of this agreement and to require compliance therewith.
2. Nothing in this agreement shall be construed to limit the right of the Chief and/or other ranking officers to command the Department as their judgment directs them in any and all emergency situations as they deem to be appropriate.
3. No part of this Article shall be construed as to preclude any employee from filing a grievance concerning application of any Article in this Agreement that concerns wages, hours, or conditions of employment.
4. The Town agrees that its rights and powers shall not be exercised **unreasonably** and shall not be exercised as to violate any provisions of this contract. And further, no department rules and procedures or practice shall be contrary to any provision of this contract.

ARTICLE 5

NO STRIKE

The parties acknowledge that strikes and other forms of job action by public employees are unlawful. The employer is entitled to petition the Superior Court for a temporary restraining order, pending a final order of the Public Employee Labor Relations Board in cases involving a strike or other form of job action. The employer may be awarded costs and reasonable legal fees at the discretion of the Court in such cases.

ARTICLE 6

EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. Employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to join and assist the Union, provided however nothing in this Article or Contract implies that any member of the Unit must join the Union as a condition of employment or continued employment.
2. Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any other labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this contract or the Law.

In all cases of complaints brought against a member of the Unit the following procedure will be followed:

- a. The Chief or appropriate supervisor shall notify the employee immediately or within ten (10) business work days knowledge of the complaint. Notice shall be in writing stating exact nature of the complaint, the date and time of the offense and the name of the individual alleging the same. If the Chief or appropriate supervisor does not act upon a civilian complaint, the complaint shall be destroyed and shall not be placed in the employee's personnel file.
- b. Any investigation of a complaint against an employee that could result in discipline for a violation of department or town policy shall be completed within ten (10) business work days. A Hearing will be scheduled within ten (10) business work days of the completion of the investigation. The investigation may continue into the waiting period for the Hearing.
- c. Any investigation of a complaint against an employee that could result in criminal prosecution of the employee or civil rights violation against the employee and/or Town shall be completed within 45 business work days. The Chief of Police will advise the employee of the status of any investigation that exceeds 15 days with follow-up status reports in ten day intervals. A Hearing will be scheduled within ten (10) business work days of the completion of the investigation.

Article 6 - Employee Rights & Responsibilities

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- d. Any disciplinary action based on the complaint shall be subject to the Discipline & Termination and Grievance Procedure articles of this agreement.
- e. If the Chief or appropriate supervisor exonerates the employee, fails to sustain the complaint, or finds the complaint to be unfounded, no documents related to the complaint will be contained within the employee's file. In no event will complaints of any nature be kept in the employee's personnel file, maintained at the Town Offices, without his/her knowledge. The employee retains the right to review his/her personnel file at any reasonable time.

ARTICLE 7
UNION BUSINESS

1. Union officers, representatives, and attorney are as follows:

President	Vice President
Secretary	Treasurer
Grievance Committee (4)	Negotiating Team Representatives (4)
Attorney for Union	

2. The Union shall advise the Town of the names of the employees holding union office.
3. The grievance committee shall be permitted to meet at the police station for the purpose of processing a grievance. Members of the committee who are on duty shall be permitted to attend the meeting without loss of pay provided the shift commander has been advised in advance and the meeting does not adversely impact the operations of the department. In the event of an emergency, officers on duty shall respond to the emergency. Meetings shall not exceed forty-five (45) minutes in duration.
4. The Union President, or his designee, shall be permitted to formally process grievances during his regularly scheduled shift with no loss of pay. The Union President or his designee must request in advance, time to process the grievance from the shift commander. Such time must be reasonable and shall not adversely impact the operations of the department.
5. The Union shall inform the scheduling officer of the date and times of negotiation sessions and the names of the negotiating team representatives who will be in attendance. If a scheduled session conflicts with overtime or outside detail work assigned to a negotiating team representative, another assignment of equal value will be offered in the following workweek. If the additional work is unavailable the work will be offered to the employee at the next available scheduled overtime assignment or outside detail assignment of equal value. It shall be the involved employee's responsibility to notify the scheduling officer of any conflict in order that he be assigned a substitute detail.
6. Every effort will be made to schedule negotiating sessions at a time which does not conflict with the scheduled duty of employees who are members of the union negotiating team. In the event that employees, not to exceed two in number, who are members of the Union's negotiating team, are scheduled for duty at a time during which a collective bargaining meeting will be held, said employees will be permitted to participate in negotiations without loss of pay.

Article 7 - Union Business

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7. Space at the Police Station will be provided for Union meetings upon written request from the Union to the Chief, or his designee. The request shall be submitted seven (7) calendar days in advance of the meeting. The Chief, or his designee, may waive the seven (7) day requirement. The Union agrees that the meeting will be kept orderly and will not interfere with the operations of the department. The Union insures that the meeting room will be returned to its previous condition.
8. The Town will provide the Union with a bulletin board which will be located in **a common area inside the Police Department accessible by all Union members**. The Union will take responsible measures to insure that material which is obscene or defamatory will not be permitted on its bulletin board.
9. In order to implement the provisions of this article, it is agreed that requests between the parties involved will be reasonably considered in order to further the existing cooperation which is in the best interest of the Town.

ARTICLE 8

UNION DUES

1. Deduction Right

The Union shall have the exclusive right to the deduction and transmittal of Union dues on behalf of each member.

2. Authorization of Deduction

A member may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be a form acceptable to the Town and shall bear the signature of the employee. An employee may withdraw his/her authorization for the deduction of Union dues by giving a least 60 days' notice in writing to the Town. A copy of the dues revocation shall be forwarded to the Union.

3. Transmittal of Dues

The Town shall deduct dues from the pay of employees who request such deduction in accordance with this Article and transmit such funds to the Treasurer of the Union together with a list of employees whose dues are transmitted, provided that the Town is satisfied by such evidence as it may require, that the Treasurer of the Union has given the Union a bond, in a form approved by the Town for the faithful performance of his/her duties, in a sum and with such surety of securities as are satisfactory to the Town.

4. Fines and Assessments

The collection of fines and assessments is the sole responsibility of the Union. Such charges will not be deducted from the pay of the employees.

5. Indemnity

The Union shall indemnify and save the Town harmless from any and all claims, demands, suits, or any other action arising under this Article, which are caused by the Union.

6. Agency Fees

The collection of any dues, fees, or assessments from members of the Union without their express personal approval shall be prohibited by this agreement.

ARTICLE 9

GRIEVANCE PROCEDURE

1. Definitions

A grievance under this article is defined as an alleged violation of any of the provisions of this agreement except those specifically noted in the Management Rights article.

NOTE: An employee and/or Union representative who has a “complaint” must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within ten (10) business/work days of hearing the complaint. It is anticipated that nearly all complaints can be resolved informally without a grievance. An employee may be accompanied by a Union member at the time of presenting a complaint or a grievance. For purposes of this article, “immediate supervisor shall mean Lieutenant.” For the purposes of this article a business/work day shall mean Monday through Friday from 9:00am to 5:00pm exclusive of holidays.

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

In the event that the grievance is the result of a Letter of Counseling, Written Warning or Suspension, the Union will proceed immediately to Step 2 (Town Manager’s level) following written notification to the Chief of Police advising of the Union’s intent.

In the event that the grievance is the result of a Termination, the Union will proceed immediately to Step 3 (Arbitration) following written notification to the Town Manager advising of the Union’s intent.

2. Procedure

STEP ONE

An employee and/or Union representative desiring to process a grievance must file a written statement of the grievance to the Police Chief no later than ten (10) business/work days after the employee knew the facts on which the grievance is based and in no case more than six (6) months from the occurrence. The Chief shall meet with the employee within ten (10) days following receipt of the notice and shall give a written decision within ten (10) business/work days therefore.

STEP TWO

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

STEP THREE

If the Union is not satisfied with the decision of the Town Manager, the Union may file, within ten (10) business/work days following the receipt of the decision of the Town Manager, a request for arbitration to the American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

3. The cost of **any** arbitration shall be borne equally by the Town and the Union.
In the event an action is brought to enforce or challenge an arbitrator's award, the prevailing party in such action shall be entitled to recover costs and reasonable attorney's fees from the other party.
4. The foregoing time limitations may be extended by mutual agreement of the parties.
5. Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Town. Failure of the Town or its representatives to provide a decision at any step of the procedure shall result in the grievance automatically progressing to the next step of the procedure.
6. The grievant may be present at all the steps of the procedure without loss of pay if the procedure is scheduled during his regular work schedule.
7. The Union shall be allowed access to, at reasonable times, relevant records for the purpose of investigation of a grievance. The access must be legally permissible.
8. The Town of Salem shall not discipline or discharge employees who come under this agreement except for proper cause, as set forth in this agreement. Any dispute or controversy arising out of such discipline or discharge shall be subject to the provisions of this Article.

ARTICLE 10

HOURS OF WORK AND OVERTIME

1. The normal work schedule shall be four (4) eight (8) hour days on duty followed by two (2) days of rest for all members of the Unit.
2. Members of the Unit who **in a detective position, the Community Services Sergeant position, or assigned** to the Administrative Division shall work a normal schedule of five (5) eight (8) hour days in a calendar week.
 - a. The normal work week for **detective positions, Community Services Sergeant**, and Administrative positions shall be Monday through Friday.
 - b. In order to provide some flexibility of assignment, members of the Union **in a detective position, or Community Services Sergeant position** may be assigned to work on Saturdays on the following basis:
 1. They will be assigned on a rotating basis so that no affected employee shall be assigned to a second Saturday until all members of the Division have been assigned to a first Saturday. This assignment to be made with ten (10) calendar days' notice whenever possible.
 2. No individual shall be assigned to work more than nine (9) Saturdays during the year.
 3. No individual shall be assigned to work a second Saturday within four (4) weeks of a previous assigned Saturday.
 - c. Members of the Unit may swap off Saturday assignments with other members **in a detective position or Community Services Sergeant position** who are qualified with prior approval of the Chief, or his designee. Said approval **may** not be unreasonably withheld.
 - d. Members **who are in a detective position or Community Services Sergeant position** shall be given a lump sum payment of \$600 each year. **The payment shall be on or about June 1 of each year and cover the year ending May 31 immediately preceding date of payment. The amount paid shall be prorated based upon the number of full months of eligibility.**
 - e. Individuals on a five (5) day schedule who are required to work on Sunday shall be paid at the rate of time and one-half (1½).
 - f. Unit members assigned on a five-two work schedule shall receive seventeen (17) days of authorized absence (**AA days**) per year and shall be permitted to take these days at the discretion of the employee as approved by the Chief **or his designee**. **Any AA days not used by the end of the calendar year shall be lost and NOT carried forward to the following year.**
 - g. The normal workweek is defined as 12:01 Sunday morning to 12:00 midnight the subsequent Saturday, for payroll purposes only.

3. **Overtime:**

All hours of duty (other than outside detail) including training days, in excess of the regular work day shall be compensated at time and one-half (1½) the employee's hourly rate of pay. Shift differential shall be included in the hourly rate of pay if the employee works on a shift in which a differential is provided.

- a. The hourly rate of pay shall be determined by dividing the employee's base annual rate of pay by 2,080 hours. Hourly rates of pay are defined in Article 26.
- b. When available, overtime shall be offered to employees before being offered to special officers.

4. **Recall:**

In the event an employee who has completed his assigned duty and has left the police station, is recalled to duty other than outside detail, he shall be guaranteed a minimum of three (3) hours pay at the time and one-half (1½) rate. This minimum shall be guaranteed for call backs, call ins, or early calls, but shall not apply to a shift extension to permit an officer to complete an investigation or report on an incident which occurred during his normal duty time, or in an emergency situation for which other arrangements could not reasonably be made by the Town.

5. **Court Time:**

If an employee is required to attend court at a time other than during his/her regular work schedule, the employee shall be paid at the rate of time and one-half for the hours worked, or for three (3) hours, whichever is greater. If court is canceled within 24 hours, employees will receive 3 hours pay at straight time. In the event that the employee is paid a witness fee, the employee shall report that fact and the amount of the fee to the Town, and the amount so paid shall be deducted from the wages due the employee from the Town, for the particular court appearance.

6. **Reporting Time:**

Employees shall report for duty fifteen (15) minutes prior to the start of their shift. Compensation for the required reporting time shall be in accordance with Article 10, Section 3 of the contract.

7. Sergeant Shift Replacements:

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

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

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

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

Nothing in this section limits the Town to exercise its management rights as outlined in Article 4.

ARTICLE 11

DISCIPLINE AND TERMINATION FOR CAUSE

1. An employee may be disciplined and/or terminated if there is found to be proper reasonable cause.

The disciplinary process shall include: verbal warning; letter of Counseling; written warning; suspension; termination (Section 3 through 6 of this Article illustrate the steps of the process). Although the steps described above are illustrative of the entire disciplinary process, the Town reserves the right to assess discipline on the merits of the offense and may initiate discipline at any step of the process.

For the purposes of this Article a business/work day shall mean Monday through Friday from 9:00am to 5:00pm exclusive of holidays.

2. Proper reasonable cause shall include but shall not be limited to the following: demonstrated incompetence; recurring absenteeism; recurring tardiness; insubordination; falsification of documents concerning payroll or other department operations; behavior detrimental to the Town; conduct unbecoming an officer. **Any disciplinary action must be taken within six (6) months of the date the Chief of Police knew or should reasonably have known of the alleged conduct.**

3. **Verbal Warning:**

A verbal warning will be issued by the immediate supervisor or other superior within **twenty (20)** business/workdays of the supervisor's knowledge of the event(s) on which the warning is based. The supervisor will advise the employee of the cause of the warning and will offer remedial suggestions.

4. **Letter of Counseling:**

A Letter of Counseling will be issued by the immediate supervisor or other superior to the employee within **twenty (20)** business/workdays of the Chief of Police's knowledge on which the letter is based, within **thirty (30)** business workdays if a hearing is held. The letter will outline the violation, provide guidance as to why the violation was wrong, and offer remedial suggestions and/or advise in which to avoid the conduct in the future. Copy of the letter will be forwarded to the Union President and employee's personnel file.

Upon the employee's written request, the letter will be removed from the employee's file after two years of a similar event not recurring.

5. **Written Warnings and Suspension:**

Prior to these forms of discipline being issued to the employee by the Chief, the Chief will conduct an administrative hearing as defined in Paragraph 11 of this Article. Said Hearing shall be scheduled within **twenty (20)** business workdays from the completion of the investigation on which the action would take place. The investigation may continue up to the Hearing date. Knowledge shall be imputed to the Chief if the information concerning the matter in question is known to any officers in the Department with rank of lieutenant or higher. The Chief shall render a decision concerning the application of a written warning within **thirty (30)** business/workdays of the hearing. Copies of the warning will be forwarded to the Union president and employee's personnel file.

Upon the employee's request, any written warning will be removed from the employee's file after two years of a similar event not recurring.

6. **Termination:**

The Chief will recommend termination to the Town Manager at the completion of the investigation on which the recommendation is based. Copies of the recommendation will be forwarded to the employee, the Union President and the employee's personnel file. The Town Manager will conduct a hearing on the matter within **twenty (20)** business/workdays of receipt of the recommendation and will render a written decision to the employee within **twenty (20)** business/work days of the Hearing. Copies of the decision will be forwarded to the Union President and the employee's personnel file.

7. The employee's personnel file referred to in this Article shall be the file maintained by the Town's Human Resources Department. Employees shall have access to their personnel files at any reasonable time.
8. In cases where the discipline assessed is less than the discipline recommended, the employee's personnel file will only contain a record of the final decision.
9. Prior to initiating the actions outlined in Section 5 or 6 of this Article, the Chief will conduct an Administrative Hearing into the alleged offense.
10. At all Administrative Hearings the employee and/or his representatives shall be present and all evidence used as a basis of the Chief's recommendations, or the Town Manager's decision, shall be presented.

Article 11 - Discipline & Termination for Cause

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11. At any Administrative Hearing called for hereunder, the employee and/or his representative shall be present, and all evidence used as a decision shall be presented. The employee and/or his representative shall have ample opportunity to examine/cross examine all individuals presenting evidence against the employee; and the employee shall be permitted the opportunity to present evidence in his/her defense. Either party may make a record of the proceedings at its own expense.
12. Employees may be accompanied by a Union official at any step in this procedure if the employee so requests.

ARTICLE 12

SENIORITY

1. Definition:

- a. **Department Seniority:** Is the length of continuous service with the department as a full-time employee. Department seniority shall be computed as of the employee's date of appointment, as a full time employee. Department seniority shall prevail in all matters in dispute under the provisions of this agreement unless otherwise specifically stated.
- b. **Job Classification Seniority:** Is the length of continuous service in each of the following job classifications: Sergeant, Patrol Officer, and Dispatcher and all special assignments found within this contract in Article 13, section 1.
- c. **Length of Service:** Is service within the department as a full-time employee commencing with the most recent date of hire. Seniority will continue to be computed if an employee is on authorized leave.

2. Resignation and Lay-Off:

- a. If an employee voluntarily resigns from the department he shall lose his seniority. When a regular employee has been laid off, through no fault of his own, said employee shall retain his seniority rights for a period of two (2) years.
- b. Employees who are re-employed within the two (2) year period then said employee's departmental seniority shall be the same as the time when he was so laid off. If an employee is offered re-employment, the employee must advise the Chief in writing (or the Chief's designee) of his intention within two (2) weeks of notification of the re-hiring opportunity. Departmental seniority shall be applied in determining the order of layoffs and rehire. An employee acquiring a higher paying job category position, promotion, shall continue to accumulate departmental seniority.

3. **Seniority Lists:** Both departmental seniority and job classification seniority lists shall be prepared on or about January 1 by the department. Said lists will be posted upon the department bulletin board and a copy will be given to the Union President.

4. The Union agrees to recognize the full departmental seniority of employees promoted to positions within the Department prior to the effective date of this Agreement in the event of a demotion to a lesser position within the Union.

5. **Job Classification Seniority:** Shall be applied in determining the order of transfers, assignments, vacation, and shift preference.
6. **Tie Breaker:** In the event two or more police officers have the same date of appointment, as a full-time police officer, then the officer having the greater time as a special officer will be considered senior; in the event of a further tie, the earlier date of birth shall prevail. In the event two or more officers have the same date of appointment in the job classification he now holds, then the officer having the greater departmental seniority shall be considered senior.

ARTICLE 13

SHIFT ASSIGNMENTS, TRANSFERS, AND DEMOTIONS

1. Definitions:

Temporary Assignment: An assignment of an employee to a higher job classification with commensurate pay for a set period of time not to exceed ninety (90) days.

Shift Assignment: An assignment of an employee to a specific shift by the Chief of Police or his designee to carry out all duties that are directly related to the job classification.

Specialized Assignment: An assignment of an employee to a particular area of expertise on either a full-time basis or to be carried out in addition to their regular shift assignment. Such specialized assignments may include, but are not limited to:

Detective	Juvenile Officer	Youth Officer
Detective Sergeant	Bike Patrol Officer	K-9 Officer
Safety Officer	Administrative Sergeant	Training Officer
C.O.P. Officer	Motorcycle Officer	Hostage Negotiator
Crime Prevention Officer	Evidence Officer	
Case Management Officer	Emergency Response Team Member	

Exposure Assignment: An assignment of an employee to a specialized assignment for a set period of time not to exceed six (6) months for the purpose of gaining expertise and insight in a particular specialty before returning to the employee's original shift assignment.

2. **Shift Assignment:** All shift assignments are established by the Chief or his designee. Schedules shall be posted at least fifteen (15) days prior to their effective date, unless mutually agreed. Unit members will be allowed to swap shifts or overtime assignments with advance approval from his/her supervisor.
3. **Transfers:** For the purpose of this section, transfers shall mean movement between shifts with same duties and responsibilities.

Transfers will take into consideration department staffing needs, employee's shift preference and job classification seniority. If an opening occurs on a shift, or if the department wishes to move an employee to another shift, job classification seniority shall prevail.
4. **Demotions:** The Town agrees that it will only demote a Union employee for the following reasons:
 - a. Upon request of the employee
 - b. Unsatisfactory performance

5. **Temporary Job Assignment Premium:** The Town may assign an employee to perform duties and responsibilities of a job category position or higher classification. The Town shall make the assignment in writing describing the duties and duration of said assignment. If the duration is to exceed four (4) working days, the employee shall be paid the additional premium or applicable rate commencing on the first day. Such assignment shall not exceed ninety (90) days nor shall it be extended unless there is a clear and present emergency. Under no circumstances shall a temporary assignment be in lieu of a new position. The Town shall not replace an employee as assigned unless said employee is unable to perform the temporary assignment.
6. **Specialized Assignment Selection:** The following Special Assignment positions shall be awarded to the most senior qualified candidate:

Schedule/Maintenance Officer	Motorcycle Officer
Case Management Officer	Bike Patrol

All other Specialized Assignments under this article shall be posted upon the department bulletin board for a minimum of three (3) weeks prior to the selection process. A copy of said posting shall be given to the Union President. Posting shall describe the minimum qualifications, duties, rate of pay, hours of work, application procedures, and the number of openings available.

The selection process shall be reviewed with the Union prior to its commencement and shall consist of fair and job-related measures in order to select the best candidate for the position. The Chief of Police shall include all selection process elements and any weighting within the position. At a minimum the selection process shall include a numerical rating element for each candidate generated by the least three (3) sworn personnel selected by the Chief of Police (in-house and/or outside agency).

7. **Exposure Assignment Selection:** Assignments to specialized positions for purpose of exposure shall be made by Job Classification Seniority. No senior employee will be allowed to repeat an exposure assignment until all other employees have been given an opportunity for the same assignment.

ARTICLE 14

PROMOTIONS

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Definitions: Patrol Officer to Sergeant

1. **Promotion:** For the purpose of this article “promotion is a change of position from a **Patrol Officer to a Sergeant**.
2. **Posting:** All positions under this article shall be posted upon the department bulletin board for a minimum of three (3) weeks prior to the commencement of the selection process. A copy of said posting shall be given to the Union President. Posting shall include the position, minimum qualifications, job description, rate of pay, hours of work, application procedures and the number of openings available. If an employee is absent for any reason during the entire position period, every effort will be made by the department to notify the absent employee.
3. **Selection Process:** The Selection Process shall be reviewed with the Union prior to its commencement. Under this article all promotions shall employ the following procedure in the following order:
 - a. **Staff Evaluation:** Said evaluation shall be counted for fifteen percent (15%) of the total selection process. Staff evaluation includes employee(s), supervisor(s), and the Chief or his designee. Evaluators are required to provide written comments.

The candidates' sergeant will be included as a rater in the staff evaluation process. The Command staff will serve as raters in the process. The candidate will be invited to appear before the Staff Evaluation Raters at the end of the rating process. Said appearance is intended to allow the candidate to answer any questions which the raters may have and/or to allow candidates an opportunity to make brief presentations on their behalf.

- b. **Written Examination:** Written examination will be given if an examination is reasonably available and valid. The weight of this portion of the process shall be 45%. Written exams are not to be corrected until the end of the process.
- c. **Oral Examination:** Oral examination shall be conducted by an oral examination board. The board shall consist of at least three individuals from other Police Departments mutually agreed upon and each individual to be of a rank equal to or above the position being tested for. The weight of this portion of the process shall be 40%.
- d. **Seniority Weight:** Following the completion of all phases of the testing process and prior to the final ranking on the Eligibility List each candidate's score will have added .25 point for every continuous full year of service with the Salem Police Department.

Article 14 – Promotion – Patrol Officer to Sergeant

Page 2 of 2

4. **Eligibility for Promotion:** Patrol Officers must have completed a minimum of three (3) continuous years in service in order to be eligible as a candidate for Sergeant. Sergeants must have completed three (3) continuous years of service as a sergeant in order to be eligible as a candidate for Lieutenant.
5. The candidate achieving the highest marks on the entire examination process must be selected for appointment.

Candidates must achieve an overall, combined score of 70% to be placed on the eligibility list.

Promotion referred to in this article shall be based on a candidate's qualifications and the results achieved from the selection process. In the event that a tie between candidates occurs, job classification seniority shall determine the selection. If a tie persists then departmental seniority shall prevail.

6. Employees who have participated in a promotion process, upon written request, shall be permitted to review their personal test scores and examination. Candidates shall be permitted ten (10) business work days, beginning when the scores are released to the candidate, to review any and all of the portions of their testing procedure. After the ten (10) business work days the materials will be unavailable. In the event a candidate is out of work due to an approved absence during the ten (10) business work days, that candidate will have the opportunity to avail him/herself of the review period.
7. Eligibility list based on the entire process shall remain in effect for one year.

ARTICLE 14.A

PROMOTION TO LIEUTENANT

Add the following as Article 14A:

1. This Article governs promotions from Sergeant to Lieutenant.
2. Posting: When an opening occurs for the position of Lieutenant, a notice shall be posted upon the department bulletin board at least three (3) weeks prior to the commencement of the selection process stating the application procedures and the number of openings available.
2. Eligibility for Promotion: Candidates must have completed a minimum of three (3) years of service as a Sergeant for the Salem Police Department in order to be candidates for Lieutenant.
3. Selection Process: Under this article all promotions shall employ the following procedures:
 - a. Written Examination: Written examination will be given if an examination is reasonably available and valid. The weight of this portion of the process shall be 60%.
 - b. Interview: An interview/evaluation of all candidates shall be conducted by the Chief of Police and a member of the senior command staff of the Chief's choosing. The result of this examination shall result in a numerical rating. The weight of this portion of the process shall be 40%.
 - c. An eligibility list will be established ranking the candidates with a numerical score based on the combined results of the written examination and interview. The Chief of Police may select one of the top two (2) highest scoring candidates on the eligibility list for promotion. Each subsequent promotion from the list will be made from the remaining two (2) highest scoring candidates on the eligibility list unless there are less than three candidates remaining on the list. The Chief's decision of which Sergeant to promote to Lieutenant shall not be subject to the grievance process.
4. Employees who have participated in a promotion process, upon written request, shall be permitted ten (10) business work days, beginning when the scores are released to the candidate, to review any and all of the portions of their testing procedure. After the ten (10) business work days the materials will be unavailable.
5. The eligibility list shall remain in effect for one year from the last day of the review period.

ARTICLE 15
TRAINING OPPORTUNITIES

1. For the purpose of this article, training opportunities shall mean training for employees covered under this Agreement which is job related but does not include training which is a condition of continued employment. Opportunities shall be posted on the department bulletin board upon becoming available. A copy of the posting shall be supplied to the Union President. The posting shall describe the course, hours of attendance, minimum qualifications, application procedures and number of openings available.
2. The duration of the posting period shall be dependent on the date when the notice of the training opportunity is received at the department and the commencement date of the course. Every reasonable effort will be made to post such notices for a minimum of three (3) weeks. If an employee is absent for any reason during the entire posting period, every reasonable effort will be made by the department to notify the absent employee by **electronic mail or U.S. mail**.
3. The department shall select employees based upon the following criteria: prior training, performance, ability, job classification seniority, education and experience.

ARTICLE 16

OUTSIDE DETAIL

1. **Definition:** Any work to which a full-time officer is assigned that is not regular duty, overtime, or recall. Job classification seniority shall prevail in the assignment of outside duty.
2. Full time officers shall receive a minimum of four (4) hours pay at **the applicable detail rate. For purposes of this Article, payment for detail hours beyond four (4) hours shall be rounded up to the next quarter hour.** If the particular related detail in this section is cancelled one hour prior to the officer reporting for duty, the officer shall be paid at a four-hour minimum at the **applicable** rate.
3. The Salem Police Department will have the sole authority to direct the flow of traffic which is maintained by the Town of Salem.
4. Employees working outside details **shall be paid at the “Normal Detail” rate, except as provided below.**
5. **Hazardous Duty Details- Employees working outside details for all civil standbys related to domestic violence related matters, strikes and job-related actions, including details related to any corporate dismissals, watches, stand-bys, traffic assists to include but not limited to picketing, demonstrating, protesting, march or related activity shall be paid at the “Hazard Duty Detail” rate** at a minimum four-hour block. Hazardous duty shall be a four (4) hour assignment due to the hazardous nature of the detail.

Officer will be permitted to accept only one four-hour duty assignment before the list makes one full rotation irrespective of acceptance or refusal. Hazardous duty assignments shall be assigned off a separate continuing rotating list.

6. **Holiday Details- Employees working outside details on Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas day, shall be paid at a minimum four-hour block at the “Holiday Detail” rate.**

7. Applicable Rates- The applicable outside detail rates per hour are:

Effective	Normal Detail	Hazard Duty Detail	Holiday Detail
4/1/22	50.00	65.00	70.00
4/1/23	51.00	66.00	71.00
4/1/24	52.00	67.00	72.00
4/1/25	53.00	68.00	73.00
4/1/26	54.00	69.00	74.00

Effective January 1, 2023, an additional pension differential of \$5.00 per hour for work at an outside detail shall be paid only to employees whose New Hampshire Retirement Service-eligible service commenced on or after July 1, 2011.

In the event this Agreement extends beyond March 31, 2027, and the parties have not agreed to future outside detail rates, the Union President and Town Manager shall meet annually to discuss setting the outside detail rates for the following year.

ARTICLE 17

HOLIDAYS

1. The Town recognizes that all Unit members shall receive twelve (12) paid holidays, plus (2) personal days. The employee may either take or be paid for six (6) holidays between January 1 and July 1 and six holidays between July 2 and December 31, in accordance with paragraph 2 below. The Employee may take his personal day at any time with 24 hours advanced notice.
2. Each holiday shall represent one eight (8) hour shift. Each Unit member shall have the option of being paid for the shift or taking it as additional time off with pay during the year. Each employee shall be paid a lump sum payment for each holiday shift not taken as a day off with pay on July 1 and December 1.
3. Notice of holidays to be taken as time off with pay shall be given 24 hours in advance, pending replacement if needed.

ARTICLE 18

VACATIONS

1. Employees shall accrue vacation leave in accordance with the following schedule:
 - 0 - 5 years of service - 80 hr./yr. or 6.66 hr./mo.
(60 months)
 - 6 - 10 years of service - 120 hr./yr. or 10 hrs./mo.
(61 - 120 months)
 - 11 - 19 years of service - 160 hr./yr. or 13.33 hrs./mo.
(121 - 228 months)
 - 20 - over years of service - 200 hr./yr. or 16.66 hrs./mo.
(229 + months)
2. At no time shall an employee's total accrual exceed the limits established below:
 - 0 - 5 years of service - 120 hours
(0 - 60 months)
 - 6 - 10 years of service - 180 hours
(61 - 120 months)
 - 11 - 19 years of service - 240 hours
(121 - 228 months)
 - 20 - over years of service - 300 hours
(229 + months)
3. Employees shall submit their written preference for vacations to the Police Chief, or his designee, by April 1. Action on the request will be taken by May 2. Choice of vacation dates shall be granted whenever practicable, but the staffing needs of the Department as determined in the sole discretion of the Chief shall prevail.
4. Employees requesting singular vacation days shall submit a written request to the Police Chief, or his designee, 24 hours in advance of the requested date, pending replacement if needed. The Police Chief, or his designee may waive the advance notification requirement.
5. In cases where multiple requests for similar vacation periods are submitted, job classification seniority shall prevail.
6. Employees shall be paid for all unused vacation leave upon separation from service.

ARTICLE 19

LEAVES

1. Bereavement: In cases of death of an employee's immediate family, he shall be granted paid leave of absence not to exceed three (3) work days for time falling within the period between the time of death and the date of the funeral. Immediate family is defined as wife, husband, child(ren), parent, parent-in-law, brother, sister, daughter-in-law, son-in-law, grandparents, grandchildren, brother or sister-in-law, aunt or uncle. A relative residing in the same household, may, for the purpose of this section, be considered as part of the immediate family.
2. Military Leave: A military leave of absence, without pay, shall be granted to any Union member called to active duty with the State or Federal forces, for a temporary tour of duty other than the routine annual training period. Employees who are Federally activated shall be allowed two (2) weeks' pay and granted all accumulated vacation and holiday leave, with pay. Union members job status shall not be affected by such leave.
 - a. Military leave for annual training periods not to exceed two (2) weeks will be granted with pay; earned vacation shall not be charged for such training periods. Employees on annual training leaves shall be paid straight time earnings less military pay for the period; balance, if any, paid by the Town. Upon request the employee will provide military earnings verification.
3. Jury Duty: Union members selected for jury duty with any court shall be paid straight time earnings less jury duty pay, excluding mileage reimbursement, for the actual period of jury duty service; balance, if any paid by the Town. Earned vacation shall not be charged for such service. Upon request the employee will provide jury earnings verification.
4. Sick Leave:
 - a. Based upon a monthly accrual employees shall accrue sick leave at the rate of twelve (12) days per year.
 - b. Sick leave may accrue to a maximum of 72 days.
 - c. Once an employee reaches and maintains the maximum accrual level of 72 days, any annual accrual must be used as of the conclusion of the calendar year. Any accrued time not taken shall be lost.
 - d. Upon separation after ten (10) years of service, employees shall be paid for all remaining sick leave at the rate of one (1) day of pay for each accrued day.

- e. The Town shall select a carrier and shall provide employees with short and long term disability coverage.
- f. Sick leave shall begin to accrue as of the employee's date of hire.
- g. Before an employee is allowed to return to work, the Chief may require a doctor's certificate in cases where sick leave exceeds three (3) consecutive work days. The certificate will state the nature of the employee's ailment and if possible when he may return to his duties.

ARTICLE 20

WORKERS' COMPENSATION BENEFIT

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

1. The employee shall receive 75% of his pay from the date of injury through week fifty-two (52) of disability. Gross pay shall be calculated in accordance with RSA 281-A:15 and the New Hampshire Department of Labor formula as written in 1990.
2. The first several weeks are adjustment weeks for payment. During the initial period, the Town will continue to issue the employee a check for his/her base weekly salary. The employee must sign over any workers' compensation checks to the Town during this adjustment period.
3. Upon the acceptance of the claim by workers' compensation insurance and the issuance of structured payments by the carrier, the Town will no longer issue base salary payments.
4. When the employee receives regularly structured weekly payments, the Town will issue supplemental payments to bring the total payment to the employee to 75% of his/her gross pay.
5. In the event that the workers' compensation check is greater than 75% of gross pay, the employee shall keep the entire check.
6. In the event that the workers' compensation check is less than 75% of gross pay, the Town will issue a separate check for the difference making deductions for F.I.T., FICA and voluntary deductions as approved by the employee.
7. Although employees are not permitted to make contributions based on workers' compensation benefits, any employee who receives weekly workers' compensation benefits under RSA 281-A will be entitled to New Hampshire Retirement System (NHRS) creditable service for a period of up to one (1) year at no cost to the employee or to the employer. To receive creditable service, the employee must file a New Hampshire Department of Labor Memo of Payment with NHRS verifying the first and last payment of workers' compensation benefits for the award period.
8. The Town, and/or its workers' compensation carrier, retains the right to request updated medical information during the disability. If a medical exam is requested, the Town or carrier shall use a qualified doctor who specializes in the alleged disability.
9. A Workers' Compensation claim which results in lost time must be supported by a doctor's statement outlining the nature of the disability and if possible the length of the disability.

10. Prior to returning to work, the employee shall provide a doctor's statement clearing the employee's return to his regular duties.
11. Employees who lose time to a work-related injury may not engage in any outside work of any kind.
12. In the event that an employee fails to sign over to the Town any Workers' Compensation check(s) due to the Town under Paragraph 2 hereof, the Town shall have no further obligation to pay the employee hereunder, unless and until the employee fulfills his/her obligation by signing over said checks to the Town.

ARTICLE 21
UNIFORM ALLOWANCE AND REPLACEMENT

1. The Town will provide employees with an annual uniform allowance as follows:
 - a. Full-time officers - **\$1,200.00**
 - b. Full-time dispatchers - **\$800.00**

This allowance shall be used to purchase and maintain uniform items as required by the Town.

2. The department will maintain a list of suppliers who can provide uniform items.
3. Eligibility for uniform allowance, full or pro-rated share, commences one (1) year after appointment, allowance year is January - December or pro-rated thereof.
4. Initial Uniform Upon Appointment
 - a. The Town will provide the initial uniform for newly appointed employees. Such uniforms must be secured from approved suppliers. The bills for the initial uniform will be presented to the Town for payment.
 - b. In the event that employment is terminated for any reason within the first year, the employee will return the initial uniform to the Chief.
5. The Chief or his designee will prepare and maintain a standard required uniform list for the department; such list shall be approved by the Town Manager. If the Town changes the standard uniform, the Town shall provide the new uniform at no cost to the member.
6. The method of payment of the uniform allowance shall conform to the following schedule:
 - a. Employees will receive 50% of the annual allowance on or about April 1, and 50% or balance on or about October 1.
 - b. Employees terminating employment will be subject to the following:
 1. Annual allowance will be paid through the last full month of service.
 2. Annual allowance will not be paid to supplement for accrued vacation, sick leave, or other similar conditions.
7. A reasonable amount of funding will be included in the department budget for the replacement of uniform articles which are required by the Town and are stolen or irreparably damaged during the course of regular duty, including outside detail. This funding shall not be part of the annual uniform allowance. Also included for consideration under this section is personal property which is required by the Town, as determined by the Chief.

In order for the Town to consider replacement, the employee must furnish the following in written case report: Item (submit item in the case of damage); date purchased; where purchased; and cost. The report must be submitted to the shift supervisor by the conclusion of the shift on which the loss occurred. After replacement is made, the employee must submit a receipt for the replacement article. This receipt will be processed for payment by the Town. Employee agrees that every effort will be made to seek reimbursement through the Court process.

ARTICLE 22
EDUCATIONAL INCENTIVE PROGRAM

1. The department shall reimburse members of the Unit all cost of tuition and books up to \$750.00 per employee per year for taking job-related courses or courses taken in conjunction with management or police science related degree programs.
2. In order to qualify for reimbursement, the member must secure prior approval from the Town Manager, and must successfully complete the course with a grade of "C" or better. Approval to take a course shall not be unreasonably withheld.
3. Payment will be made upon submission of verification of completion of course work.
4. If a Unit member terminates his/her employment within one (1) year after receiving any academic reimbursement, he/she will reimburse the Town for course(s) taken from one (1) year prior to termination, to the date of said termination.
5. The Town shall not be required to expend more than \$7,500.00 in total in any given fiscal year for this program.

ARTICLE 23

INSURANCE

The Town shall provide employees with insurance coverage as outlined in this article. In all instances, the Town shall select the carrier and shall provide equivalent coverage in the event that carriers are changed.

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

HSA Deductible Plan

Single Person \$2,500 Deductible / \$1,875 HSA Acct Funded by Town Annually

2 Person \$5,000 Deductible / \$3,750 HSA Acct Funded by Town Annually

Family Plan \$5,000 Deductible / \$3,750 HSA Acct Funded by Town Annually

- The HSA Accounts are part of the insurance plan and shall be funded annually on or about January 1st each year thereafter.
- The HSA plan covered services and network are the same as those on the Point of Service plan.
- The Town and the employee agree to share the costs of the employee chosen, health insurance plan premium: Town Pays 91% / Employee Pays 9%
- The Town shall continue to provide the current health insurance plan options or equivalent at the Town/Employee cost-sharing ratio listed above. Any changes to Health Care shall be negotiated as part of Collective Bargaining.
- The Wellness Plan participation is increased to \$400 annually per adult person on the plan

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

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

Members of the Unit reaching eligibility for the Town's health insurance after May 1 of the calendar year will be offered the HSA plan but may enroll in any group insurance plan provided to non-affiliated Town employees at the cost-share available to those nonaffiliated employees.

2. Dental Insurance - Delta Dental, Plan ABCD. The Town shall pay 100% of the Single Person coverage and one half of the difference between the Single Person coverage and the Two Person or Three Person coverage. The employee shall pay the remainder of the coverage.

3. Life Insurance - The Town shall defray the entire cost of the life insurance. The face value of the coverage shall be one (1) time the employee's base salary rounded to the next highest thousand.

4. Short- and Long-Term Disability – The Town shall select a carrier and provide employees with coverage for both short- and long-term disability coverage. The Town shall pay the entire cost of the premium. During a non-work-related disability, the employee must contribute to the New Hampshire Retirement System. The employee will make arrangements with Payroll and/or Human Resources for this contribution to be made. The Town will bring the employee's wages up to 70% of base wage (not including overtime pay or other incentives) while the employee is on Short-Term Disability. Employees on Long-Term Disability will be paid in accordance with the current policy (66 2/3% of base pay up to \$10,000.00 per month). Per the Disability Policy, eligible employees may have coverage up to Social Security Retirement Age.

5. **Retiree & Health Plan:** Members of the Unit who retire may remain members of the Town's health plan but must pay the entire cost of the premium themselves **and any other expenses (including but not limited to the applicable deductible and other out of pocket expenses), except as provided below.**

a. **Grandfathered Benefits:** Members of the Unit who qualify for retirement under the New Hampshire State Retirement System because of duty-connected injury **and who submit an application for such retirement with the New Hampshire State Retirement System on or before March 31, 2022**, or widow/widower and dependents of members of the Unit killed on duty **on or before March 31, 2022**, may remain members of the plan; and the Town shall pay the full premium. The widow/widower benefit shall cease upon remarriage.

Retirees under this section will be required to enroll in the Town's HSA plan. Retirees enrolled in the HSA plan will receive a payment equivalent to 100% of the policy deductible in addition to the premium payment.

b. **Survivor Benefits:** **The widow/widower and eligible dependents of Members of the Unit killed in the line of duty on or after April 1, 2022 (who are enrolled at the time of death) may remain members of the Town's health care plan for the life of the widow/widower or until her/his remarriage, whichever is earlier. While covered by the health care plan under this sub-part 5(b), the Town shall pay 100% of the premium and, if eligible, contribute to the widow/widower's HSA the equivalent of the annual deductible (subject to any limits based on applicable law).**

c. **Disability Retiree Benefits:** **A Member of the Unit, who suffers a duty-connected injury and because of that injury the Member's application as a Group II member for Accidental Disability Retirement is approved by the New Hampshire**

Retirement System Board of Trustees (NHRSB) on or after April 1, 2022, may remain a member of the Town's health care plan (as well as any eligible dependents enrolled as of the date of retirement) for the life of the Member.

- i) If due to the Member's duty-connected injury, the Member is approved for, and thereafter continues to receive, long term disability benefits under the Town's group long term disability plan, and while covered by the health care plan under sub-part 5(c), the Town shall pay 100% of the health care plan premium and, if eligible, contribute to the Member's HSA the equivalent of the annual deductible (subject to any limits based on applicable law).
- ii) If the Member is not approved for, or ceases to be approved for, long term disability benefits under sub-part 5(c)(i), and while a member of the health care plan under sub-part 5(c), the Town shall make premium contributions for the health care plan on behalf of the Member as follows:

Period After Effective Date of Accidental Disability Retirement (As Determined by NHRSB)	Town Contribution to Health Care Premium	Member Contribution to Health Care Premium
1 st – 12 th months	100%	0%
13 th —24 th months	75%	25%
25 th —36 th months	50%	50%
37 th —48 th months	25%	75%
49 th month and thereafter	0%	100%

For plan years in which the Town makes a premium contribution under sub-part 5(c)(ii), the Town will contribute to the Member's HSA on the same terms and conditions it contributes to the HSA's of active Members, except that for the plan year starting between the 1st and 12th month following the effective date of Accidental Disability Retirement, the Town will contribute the equivalent of the annual deductible (subject to any limits based on applicable law).

- a. For purposes of 5(a), 5(b) and (c):
 - i. "Eligible dependent" shall include the Member's child, if gestating at the time of the Member's death or retirement, as applicable.
 - ii. Notwithstanding any language to the contrary, coverage under the health care plan for such member, widow/widower or any eligible dependents shall terminate when a person either becomes eligible for Medicare or ceases to be a dependent as defined in the plan, whichever occurs first.

- iii. If a person becomes eligible for Medicare and is still eligible for Town premium contributions, the Town shall only be required to contribute to the Medicare supplemental insurance premium, but not other Medicare premiums or related costs, in accordance with the Arbitrator's decision in Salem Police Employees Association and Town of Salem, New Hampshire case no. 01-18-0003-7710 (Tufano, 2021).
- b. Members and eligible dependents under Section 5 shall not be entitled to payments for Wellness Participation.

ARTICLE 23A

SUPPLEMENTAL RETIREMENT BENEFIT

The Town agrees to leave this article open to future negotiated benefits.

ARTICLE 24

FLEXIBLE SPENDING AND DEPENDENT CARE ACCOUNTS

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

ARTICLE 25

SEPARABILITY

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

ARTICLE 26

CONSULTATION

In the interest of fostering on-going communications, Union officers shall meet with the Chief, or his designee, at least once every three (3) months to discuss matters of mutual concern, including those matters necessary to the implementation of this agreement. A written agenda may be submitted by both sides no less than five (5) calendar days before the scheduled date of the meeting. Additional matters for discussion may be placed on the agenda. Such meetings shall be held on a more frequent basis if mutually agreed.

The parties mutually agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals in respect to any term or condition of employment defined by law as a mandatory subject of bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement. The Employer and the Union each voluntarily and unequivocally waives the right to negotiate regarding any and all terms and conditions of employment referred to or covered by this Agreement or with respect to any term or condition of the employment not specifically referred to or covered by this Agreement, even though such terms and conditions may not have been within the knowledge or contemplation of either or both of the parties at the time that this Agreement was negotiated or executed.

ARTICLE 27

SALARIES

Wages reflect 4.00% increase as of April 1, 2022

Wages reflect 4.00% increase as of April 1, 2023

Wages reflect 4.00% increase as of April 1, 2024

Wages reflect 4.00% increase as of April 1, 2025

Wages reflect 4.00% increase as of April 1, 2026

Insert chart for each year with the following provision at the bottom:

Shift Differential: Employees assigned to the evening shift shall receive an additional payment of \$40.00 per week. Employees assigned to the Early Morning shift shall receive an additional payment of \$50 per week. Overtime on both shifts shall be compensated at the shift differential rate.

ARTICLE 28

ADVANCED EMPLOYEE PROGRAM

The Advanced Employee program shall consist of the following elements:

1. Dispatcher II Eligibility/Maintenance:

- a) Continuous service as a Dispatcher for five (5) years (step 1)
- b) Competent or above Employee Performance Evaluations
- c) Continuous service as a Dispatcher for ten (10) years (step 2)
- d) Competent or above Employee Performance Evaluations

2. Master Dispatcher Eligibility:

- a) Continuous service as a Dispatcher for fifteen (15) years
- b) Competent or above Employee Performance Evaluations

3. Police Officer II Eligibility/Maintenance:

- a) Continuous service as a Police Officer for five years, one year may be waived for an Associate's Degree.
- b) Competent or above Employee Performance Evaluations.

4. Master Officer Eligibility:

- a) Continuous service as a Police Officer for ten years or continuous service as Police Officer II for five years. One year of either position may be waived for a Bachelor's Degree.
- b) Received competent or higher ratings on the Employee Performance Evaluations for the last three (3) years.

5. Master Officer Maintenance

- a) Competent or above Employee Performance Evaluations

ARTICLE 29

DEFENSE OF LAWSUITS

The Town of Salem hereby agrees that it shall undertake to defend and be responsible to pay any judgment issued against an employee covered by this agreement arising out of an act or omission of the employee engaged in legal activities for personal injury or property damage including death, or damage to property while the employee was engaged in the scope of his employment as a Police Officer and as an employee of the Town of Salem.

ARTICLE 30

DURATION

1. It is mutually agreed that the terms of this Agreement shall be in effect for the period of April 1, 2022, to March 31, 2027; the terms and conditions of this Agreement shall remain in effect until a successor agreement is executed. In such a situation, the Town will engage in negotiations with the Union regarding the retroactivity of unresolved cost items excluding those over which the Town and Union have no control.
2. It is mutually agreed that negotiations on a successor agreement will commence on or before July 14, 2026. Intention to bargain by either party shall be by written notice on, or before, June 15, 2026.
3. The monies needed to fund this Agreement were appropriated at the 2022 Annual Town meeting after being duly warned for that purpose. The intent of the parties is to "Sanborize" this Agreement. This Agreement shall remain in full force and effect until replaced by a successor agreement, and either party may reopen negotiations on all or part of the Agreement.

FOR THE UNION


Paul Benoit, President

05/03/2022
Date

FOR THE TOWN OF SALEM


Christopher A. Dillon
Town Manager

5/4/2022
Date

2022 Police Employees Association Wages

POSITION	Step 1		STEP 2		STEP 3		STEP 4	
	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly
PROBATION DISPATCHER	40,997	19.71						
DISPATCHER	42,224	20.30	43,451	20.89				
DISPATCHER II	51,334	24.68	52,874	25.42	(10 years)			
MASTER DISPATCHER	55,910	26.88	(15 years)	58,822	28.28	(20 years)		
DISPATCH SUPERVISOR	60,674	29.17		65,395	31.44			
PROBATIONARY OFFICER	47,653	22.91					69,139	33.24
PATROL OFFICER	49,067	23.59		52,728	25.35			
PATROL OFFICER II	69,098	33.22		70,803	34.04			
MASTER POLICE OFFICER	72,571	34.89	(10 years)	75,462	36.28	(15 years)		
SERGEANTS	77,542	37.28		79,310	38.13			
PROBATIONARY ACO	41,517	19.96					81,515	39.19
ACO	42,723	20.54		43,971	21.14			
ACO II	52,811	25.39	(10 years)				45,302	21.78
							50,294	24.18

Shift Differential: Employees assigned to the evening shift shall receive an additional payment of \$40.00 per week. Employees assigned to the Early Morning shift shall receive an additional payment of \$50.00 per week. Overtime on both shifts shall be compensated at the shift differential rate.

2023 Police Employees Association Wages

POSITION	Step 1		STEP 2		STEP 3		STEP 4	
	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly
PROBATION DISPATCHER	42,640	20.50	45,198	21.73	46,446	22.33	52,083	25.04
DISPATCHER	43,909	21.11	54,995	26.44	(10 years)			
DISPATCHER II	53,394	25.67	61,173	29.41	(20 years)			
MASTER DISPATCHER	58,157	27.96	(15 years)		68,016	32.70	71,906	34.57
DISPATCH SUPERVISOR	63,107	30.34					75,504	36.30
PROBATIONARY OFFICER	49,566	23.83	54,829	26.36	59,613	28.66	67,974	32.68
PATROL OFFICER	51,022	24.53	73,632	35.40				
PATROL OFFICER II	71,864	34.55			78,478	37.73	(15 years)	
MASTER POLICE OFFICER	75,483	36.29	(10 years)		82,493	39.66	84,781	40.76
SERGEANTS	80,642	38.77					88,171	42.39
PROBATIONARY ACO	43,181	20.76	45,739	21.99			52,312	25.15
ACO	44,429	21.36						
ACO II	54,933	26.41	(10 years)					

Shift Differential: Employees assigned to the evening shift shall receive an additional payment of \$40.00 per week. Employees assigned to the Early Morning shift shall receive an additional payment of \$50.00 per week. Overtime on both shifts shall be compensated at the shift differential rate.

2024 Police Employees Association Wages

POSITION	Step 1		STEP 2		STEP 3		STEP 4	
	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly
PROBATION DISPATCHER	44,346	21.32						
DISPATCHER	45,656	21.95	47,008	22.60				
DISPATCHER II	55,536	26.70	57,200	27.50	(10 years)	48,298	23.22	54,163 26.04
MASTER DISPATCHER	60,486	29.08	(15 years)	63,627	30.59	(20 years)		
DISPATCH SUPERVISOR	65,624	31.55			70,741	34.01		
PROBATIONARY OFFICER	51,542	24.78					74,776	35.95
PATROL OFFICER	53,061	25.51						78,520 37.75
PATROL OFFICER II	74,734	35.93					62,005	29.81
MASTER POLICE OFFICER	78,499	37.74	(10 years)		81,619	39.24	(15 years)	70,699 33.99
SERGEANTS	83,866	40.32			85,800	41.25		
PROBATIONARY ACO	44,907	21.59					88,171	42.39
ACO	46,197	22.21						91,707 44.09
ACO II	57,138	27.47	(10 years)		47,570	22.87		49,005 23.56
								54,413 26.16

Shift Differential: Employees assigned to the evening shift shall receive an additional payment of \$40.00 per week. Employees assigned to the Early Morning shift shall receive an additional payment of \$50.00 per week. Overtime on both shifts shall be compensated at the shift differential rate.

2025 Police Employees Association Wages

POSITION	Step 1		Step 2		Step 3		Step 4	
	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly
PROBATION DISPATCHER	46,114	22.17	48,880	23.50	50,232	24.15	56,326	27.08
DISPATCHER	47,486	22.83	59,488	28.60	(10 years)			
DISPATCHER II	57,762	27.77	66,165	31.81	(20 years)			
MASTER DISPATCHER	62,899	30.24	(15 years)		73,570	35.37	77,771	37.39
DISPATCH SUPERVISOR	68,245	32.81						
PROBATIONARY OFFICER	53,602	25.77	59,301	28.51	64,480	31.00	73,528	35.35
PATROL OFFICER	55,182	26.53	79,643	38.29				
PATROL OFFICER II	77,730	37.37	84,885	40.81	(15 years)			
MASTER POLICE OFFICER	81,640	39.25	(10 years)		89,232	42.90	91,707	44.09
SERGEANTS	87,214	41.93						
PROBATIONARY ACO	46,696	22.45						
ACO	48,048	23.10	49,462	23.78	50,960	24.50	56,597	27.21
ACO II	59,426	28.57	(10 years)					

Shift Differential: Employees assigned to the evening shift shall receive an additional payment of \$40.00 per week. Employees assigned to the Early Morning shift shall receive an additional payment of \$50.00 per week. Overtime on both shifts shall be compensated at the shift differential rate.

2026 Police Employees Association Wages

POSITION	Step 1		STEP 2		STEP 3		STEP 4		
	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly	
PROBATION DISPATCHER	47,965	23.06							
DISPATCHER	49,379	23.74	50,835	24.44					
DISPATCHER II	60,070	28.88	61,859	29.74	(10 years)		52,250	25.12	
MASTER DISPATCHER	65,416	31.45	(15 years)	68,806	33.08	(20 years)		58,573	28.16
DISPATCH SUPERVISOR	70,970	34.12		76,502	36.78		80,891	38.89	
PROBATIONARY OFFICER	55,744	26.80					84,926	40.83	
PATROL OFFICER	57,387	27.59	61,672	29.65			67,059	32.24	
PATROL OFFICER II	80,829	38.86	82,826	39.82			76,461	36.76	
MASTER POLICE OFFICER	84,906	40.82	(10 years)	88,275	42.44	(15 years)			
SERGEANTS	90,709	43.61		92,810	44.62		95,368	45.85	
PROBATIONARY ACO	48,568	23.35					99,174	47.68	
ACO	49,962	24.02	51,438	24.73			52,998	25.48	
ACO II	61,797	29.71	(10 years)				58,864	28.30	

Shift Differential: Employees assigned to the evening shift shall receive an additional payment of \$40.00 per week. Employees assigned to the Early Morning shift shall receive an additional payment of \$50.00 per week. Overtime on both shifts shall be compensated at the shift differential rate.

