

AGREEMENT BETWEEN
THE TOWN OF PELHAM, NEW HAMPSHIRE
AND THE
PELHAM POLICE, FIRE, AND SUPERVISORS ASSOCIATION

SUPERVISORS
FINAL AGREEMENT

2009 – 2013

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

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I. Agreement

The Agreement made this 1st day of April, 2009~~10~~ by and between the Town of Pelham, New Hampshire, hereinafter call the "Town", and The Pelham Police, Fire, and Supervisors Association, hereinafter called the "Association", arrived at as a result of collective bargaining negotiations, represents the entire agreement between the parties.

II. Recognition

The Town recognizes the Association as the exclusive bargaining agent for:

- Assessor
- Cable Coordinator
- Cemetery Superintendent
- Highway Agent
- Transfer Station Superintendent
- Parks and Recreation Director
- Planning Director
- Police Chief
- Police Captain
- Police Lieutenant
- Fire Chief
- Deputy Fire Chief
- Fire Captain
- Senior Citizens Director

In accordance with the M-0776 Public Employee Labor Relations Board Unit Determination decision.

III. Exclusions

3.1 The Agreement, specifically, excludes the classifications and positions of:

- Town Administrator
- Selectmen's Secretary
- Finance Director
- Library Director
- Town Clerk and Tax Collector

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IV. Non-Discrimination

4.1 The Town and the Association agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin, disability, sexual orientation, or membership or non-membership in the Association.

V. Strikes and Lockouts

5.1 Under no circumstances will the Association cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, sickout, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operations of the Town during the term of this Agreement.

VI. Management and Association Rights

6.1 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 whose right to determine and structure the goals, purposes, functions, and policies of the Town without prior negotiation with the Association and without being subject to the grievance and arbitration procedures of this agreement shall include but not be limited to the following:

- a) the right to direct employees; to determine qualifications, promotional criteria, hiring criteria, standards for work and to hire, evaluate performance, promote, transfer, assign, retain employees in positions; and to suspend, demote, discharge or take other disciplinary actions against an employee, subject to the other provisions of this agreement, including grievance and arbitration;
- b) the right to relieve an employee from duty because of lack of work or other legitimate reasons;
- c) the right to take such action as in its judgment it deems necessary to maintain the efficiency of operations;

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- d) the right to determine the means, methods, budgetary and financial procedures, and personnel by which the operations are to be conducted;
 - e) the right to take such actions as may be necessary to carry out the missions of the Town in case of emergencies;
 - f) the right to make rules, regulations, policies, not inconsistent with the provisions of this agreement and to require compliance therewith; and
 - g) the right to subcontract.
- 6.2. Nothing in this agreement shall be construed to limit the rights of the Board of Selectmen or their designee from directing employees in any and all emergency situations as they deem to be appropriate.
- 6.3 Association Rights: It shall be the right of the Association to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this agreement as a result of management exercising its rights as specified in this contract whenever such grievances exist.

VII. Probationary Period and Seniority

- 7.1 Newly hired employees shall be on probation for six (6) months from date of hire.
- 7.2 Seniority shall mean the length of continuous service from the last date of hire as a full-time employee. Permanent part-time employees will be credited for the average of hours worked in a year or less, on a pro-rata basis, when they become full-time employees.
- 7.3 Employees who resign or who are discharged and whose discharge is not overturned by appropriate authority, shall lose all seniority.

VIII. Association Business

- 8.1 The Association officers and representatives shall be:

Three Stewards
- 8.2 The Association shall advise the Town of the names of the employees Holding Association office as noted above.

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- 8.3 Association officers as described above shall be permitted to conduct Association business during their scheduled hours of duty provided they have prior permission from the Board of Selectmen or their designee and the amount of time in which employees are engaged in such activities is reasonable.

IX. Maintenance of Membership

- 9.1 Each member of the bargaining unit who, on the effective date of this agreement, is a member of the Association, and each employee who becomes a member of the bargaining unit and the Association after that date shall continue his/her membership in the Association during the duration of this agreement; provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Association anytime within the period between sixty (6) days and thirty (30) days prior to the expiration date of the agreement.
- 9.2 Should there be a dispute between an employee and the Association over the matter of an employee's Association membership, the Association agrees to hold the Town harmless in any such dispute.
- 9.3 Employees who choose not to join the Union shall be required to pay a service charge as determined by the Association.

X. Promotions and Transfers

- 10.1 Jobs to be filled shall be posted on Town bulletin boards for a period of Fourteen (14) days prior to the filling of the vacancy.
- 10.2 Job posting shall include the job title, rate of pay, job specification and Qualifications.
- 10.3 A promotion is defined as movement to a position that has a different job description and is on a higher labor grade than the one currently occupied by the employee. Promotion shall result in a pay raise of not less than five (5) percent.

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XI. Grievance Procedure

11.1 Definition

A grievance under this Article is defined as an alleged violation of any provision of this agreement in which an individual grievant alleges a personal loss or injury.

NOTE: An employee who has a “complaint” may take up the complaint with the Town Administrator verbally before he/she processes the complaint as a formal grievance. The Town Administrator shall give his/her answer within five (5) workdays. It is anticipated that nearly all complaints can be resolved informally without grievance. Each grievance must be submitted in writing by the Association and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated, and the relief requested.

11.2 Procedure

Step One

An employee or the Association on behalf of an employee desiring to process a grievance must file a written statement of the grievance to the Town Administrator no later than ten (10) workdays after the employee knew the facts on which the grievance is based, and in no case more than ninety (90) days from the occurrence. The Town Administrator shall meet with the employee and the Association representative within three (3) workdays thereafter.

Step Two

If the employee or the Association on behalf of an employee is not satisfied with the decision of the Town Administrator, he/she may file, within ten (10) workdays following the Town Administrator’s decision, a written appeal with the Board of Selectmen, setting forth specific reasons why the employee or the Association believes the Agreement is being violated by the Town action in question. Within thirty (30) workdays following receipt of the appeal the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty-five (35) workdays following receipt of the appeal and written decision shall be rendered within five (5) workdays thereafter.

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Step Three

If the employee of the Association on behalf of an employee is not satisfied with the decision of the Board of Selectmen, the Association may file, within thirty-five (35) workdays following receipt of the decision, a request for arbitration to the Public Employee Labor Relations Board (PELRB) under its rules and regulations. The decision of the arbitrator shall be binding.

- 11.3 The cost of the arbitration shared equally by the parties.
- 11.4 The foregoing time limitations may be extended by mutual written Agreement of the parties.
- 11.5 Failure of the grievant to abide by 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.

XII. Salaries

- 12.1 Effective 04/01/09-10 as provided, salaries/wages shall be paid in accordance with the Salary Schedule as provided in Appendix A of the Agreement prior to any cost of living adjustment.

All employees shall receive a cost of living increase of ~~three and one half percent (3.5%) percent on April 1st, 2009. In years 2010, 2011 and 2012, members will receive no more than three percent (3%) nor less than one percent (1%) cost of living adjustment based on the 12 month average Greater Boston area CPI-U for the preceding December in addition to salary grade and step salary/wage progression if eligible.~~ **one percent (1%) effective April 1, 2010; two percent (2%) effective April 1, 2011; two and one half percent (2 1/2%) effective April 1, 2012 and three percent (3%) effective April 1, 2013.**

- 12.2 Employees shall receive a performance review in the month preceding their hire/promotion date anniversary. Unless the properly completed performance appraisal provides cause to deny a merit pay increase or limit it to one 2.5 % step, employees shall be advanced two (2) steps (total 5%) upon attaining their hire/promotion date anniversary until the top end of the

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labor grade has been reached. Exceptional merit as evidenced by a performance appraisal may justify the awarding of a third 2.5 % step.

- 12.3 Although performance appraisals are not subject to the grievance procedure, a Personal Action Request (PAR) denying a step increase may be submitted to the grievance process.
- 12.4 New hires will be placed on a step within the appropriate labor grade that is justified by past experience, education, or both.
- 12.5 All employees with a hire/promotion date of one year or more prior to 04/01/06 09 shall have anniversary dates of April 1 for the purpose of merit raises. Employees hired less than a year before that date, or after it, shall be considered for merit raises on their actual anniversary dates.
- 12.6 The Highway Agent, although salaried, shall be paid at the rate of time and one half (weekly salary divided by 40 hours = straight time hourly rate) for overtime caused by protracted weather emergencies such as floods, ice storms, or snow storms. A “protracted weather emergency” is defined as caused by adverse weather and not resolvable within three hours of overtime work.
- 12.7 Longevity. Each employee upon reaching five (5) years of service with the Town shall receive on the first payday in December, a longevity bonus equal to \$250.00 for 5 years service and \$50.00 per year for each additional year of service beyond.
- 12.8 Members of the unit, although salaried, shall be paid at the rate of time and one half (weekly salary divided by 40 x 1.5) for overtime when they are required to respond during a state of Emergency as declared by the NH Governor or as directed by the Board of Selectmen through the Town Administrator.
- 12.9 Members of the unit who are at top step may shall receive a written performance review during the last quarter of the calendar year by the member’s supervisor and Town Administrator. A recommendation will be made to the Board of Selectmen who will have the discretion to grant a one time merit stipend of up to two and one half percent (2.5%) of the employee’s base pay to the member per year. The decisions of the supervisor, Town Administrator and the Selectmen are not subject to the grievance procedure.

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XIII. Holidays

13.1 Employees who are employed full time shall be entitled to holidays for the following listed holidays:

New Year's Day	Washington's Birthday
Martin Luther King Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Veteran's Day	Day after Thanksgiving
Christmas Day	

13.2 Employees who are absent without leave on either of their scheduled workday directly preceding or directly following a holiday shall forfeit pay for the holiday, but may be allowed to use Earned Time to cover the holiday or day(s) absence.

13.3 Holidays are considered as time worked for purposes of computing eligibility for overtime.

XIV. Leave of Absence

14.1 Leave without Pay

A full-time employee may be granted a leave of absence without pay by the Board of Selectmen for a period deemed necessary for the purpose of the leave. The employee is expected to return to work upon expiration of a granted leave or to have arranged an extension of the leave prior to its expiration. Failure on the part of the employee to return to work on the expiration of a granted leave, without having arranged for an extension of leave, shall be deemed a resignation for the Town. An employee shall not be paid for any holidays occurring during leave of absence. Employment and leave of absence shall terminate when the employee accepts other employment. When computing length of service for any reason, time spent on leave of absence will not be computed. Part-time employees shall not be included in the above leave of absence rule, but may strictly be granted a leave from job duty as determined by the Board of Selectmen.

14.2 Extended Leaves of Absence (Family Leave Act)

a. Employees are allowed up to twelve (12) weeks of leave without pay, in each (12) month period, for reasons provided for under the Family Leave Act of 1993 (FMLA) i.e.

(a) the birth of the employee's child,

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- (b) the placement of a child with the employee for adoption or foster care,
 - (c) caring for a spouse, child or parent in the event of a serious health condition, or
 - (d) inability of the employee to perform the functions of his or her job because of a serious health condition. Accumulated Earned Time and Pool accumulation (when applicable; i.e., the employee is the one who is ill or injured) must be used as a part of the twelve (12) week period and before the authorized leave without pay begins. The employee may choose the amount of Earned Time or Pool Days (where applicable) used to supplement his/her compensation during the leave.
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- b. During the twelve (12) week period of leave, the employee's health insurance benefits will be maintained in a manner identical to that in effect for "active" employees and the employee's seniority and position in the department will not be affected by such leave.
 - c. Earned Time will not accrue during the period of unpaid leave.
 - d. After twelve (12) weeks has elapsed, the employee's employment Status will be continued only by virtue of return to duty, unless an extension is granted.
 - e. The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this section of the Agreement.
 - f. Intermittent Leave defined as leave taken in separate blocks of time vs. One continuous period of time including leave for periods from one (1) hour to several weeks shall be allowed.
 - g. **Worker's Compensation: Employees injured in the course of their work are eligible to make application to Worker's Compensation Insurance. If the injury causes lost time, the employee will continue to receive payment from the town under compensated absence (i.e. the first three (3) days will be charged to the employees earned time and thereafter paid under sick time). The Board of Selectmen may grant an exception to the three (3) earned day requirement if a request is made writing and**

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on a case by case basis. This practice will continue until disposition is made by the Worker's Compensation carrier.

If the case is denied, the employee may continue to receive compensation absence benefits under contract provisions.

If the case is approved under Worker's Compensation, the employee will begin to receive payment through the State Worker's Compensation program in accordance with State Statute. Additionally, if the case is approved by Worker's Compensation then no charge will be made to the employee's Earn Time for any of the lost time. The Town will provide a check for the difference between what is received on a tax free basis by the employee from Worker's Compensation and the gross payment they would normally receive in their regularly scheduled work week. From the gross amount, deductions will be taken for (in order) taxes, medical & dental, retirement and any union dues. The compensated absence time will be reinstated to their account should the employee choose to purchase it with the retroactive payments made by Worker's Compensation. In no instance shall an employee receive less than one hundred dollars (\$100.00) per week.

- 14.3 Reserve Service Leave – Any full-time employee who is a member of an organized military service, including the National Guard, will be excused from employment with the Town to satisfy the training obligations of that service. For such period of service, the Town will pay the employee the difference between service pay and the employee's regular compensation, for up to a maximum of ten working days per calendar year. Appropriate documentation shall maintain their job status (including seniority, pay and Earned Time benefits) unaffected by such leave.
- 14.4 Active Military Leave – Town Officers and permanent employees ordered to extended active duty in the Armed Forces in time of war or similar national emergency shall maintain their job status, (including seniority, level of pay and Earned Time benefits) unaffected by such leave.

XV. Earned Time

- 15.1 The membership will adopt the Earned Time approach and will no longer be covered by PLA/DLA. Hours will be shifted, on a one-to-one basis to the Earned Time and sick pool from the appropriate PLA/DLA account. Donald Foss is considered "grand fathered" regarding limits to accumulation of earned time.

Earned Time is an alternative approach to the traditional manner of covering

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absence for vacation, personal days, sick leave, and military leave. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. Earned Time days can be used for a variety of purposes, including payment in cash at the time of voluntary termination. Earned Time is available as soon as it is "earned". The exact number of Earned Time days available each year will depend on the years of service to the Town

A. Coverage

1. Employees who are employed in a permanent position of at least 75 percent time are covered by Earned Time. The accrual rates are as follows:

<u>Years Service</u>	<u>Weekly Accrual</u>	<u>Annual Accrual</u>	<u>Annual Days</u>	<u>WAS</u>
O thru 5	3.0769	160 hours	20	24
6 thru 10	3.5385	184 hours	23	24
11 thru 15	4.1538	216 hours	27	28
After 16	5.2308	272 hours	34	36

2. For purposes of this policy, years of service will be calculated in a manner identical to that used for purposes of Department Seniority. Employees accumulate Earned Time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked and supplemental compensation such as overtime are excluded) and on years of service to the Town.

3. Termination and Restoration of Service Credit: An employee whose break in service from the Town is less than one year will have his/her service bridged for purpose of computing earned time accrual. For breaks of more than one year an individual will earn one year credit, for each year of employment after return, until the total past credit is accrued. After five years of employment following return to work, credit for all previous service will be given.

B. Usage

Earned Days may be used any time after being earned, including during an employee's probationary period. It is expected that all planned absences will be mutually agreed upon by the employee and his/her supervisor prior to the date of absence.

Earned Days may be used in units of one or more hours.

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Minimum Usage: There is a minimum usage of Earned Days required each year. See schedule below:

<u>Years of Service</u>	<u>Minimum Usage per Year*</u>
0 thru 5 years	12 10 days
6 thru 10 years	15 11 days
11 thru 15 years	18 14 days
After 10 years	18 17 days

*Computation of minimum usage will occur as of December 31st of each year. Employees with less than six months of service are exempt from minimum usage requirements.

The maximum number of hours that can be carried at any time will be 800 550 hours.

The Town will notify each employee by April 1st of each year of the employee's usage up until that point.

Earned days may be taken to cover absence for any reason, including illness, vacation, funeral, dentist or doctor visits, as long as the total number of days taken meets or exceeds the minimum usage as indicated above.

Days converted into the sick leave pool do not count towards minimum usage.

Earned time benefits accrue only during the initial 3 weeks (15 working days) of sick leave pool usage. Each separate use of the sick leave pool, however, provides for this continuing earning ability.

At the conclusion of the calendar year an audit will determine if minimum usage requirements were met and if the member has in excess of 800 550 hours of carried earned time. The member may choose to shift, on a 3:1 basis, time into sick pool or may choose to receive payment of the excess over 800 550 at the current rate of pay. Payment will be made the last payday of January.

C. Sick Leave Pool

1. The Sick Leave Pool is intended to provide security, by allowing employees to "buy" insurance for extended illness, or other disability. When "buying" Pool Days employees convert Earned Days on a 1 to 3 basis. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.

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2. Pool Days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.
- a. Use of Pool Days may begin on the fourth consecutive work day absence due to illness, injury, or other disability
 - b. A physician's report must accompany the request to use Pool Days.
 - c. It is not necessary to use up all Earned Days before using Pool Days.
 - d. The employee may continue using Pool Days until his/her Pool is exhausted, or until no longer disabled.
 - e. Periodic doctor's reports may be required.
 - f. The maximum Pool Day accrual is unlimited. If Pool Days are used, or if an employee wishes to add to his/her Pool Days, more Earned Days may be added each December. Earned Time Days may not be converted to Pool Days at any other time.
 - g. An exception to 2a. above regarding use of 3 Earned Days to access the Sick Leave Pool may be granted when:
 - An employee returns to work after using sick pool days but is disabled again within 10 working days of return.
 - The disability is from the same cause as the original sick pool usage.
 - The disability is certified by a physician to be the same as the original use.
 - Under these circumstances, the Board of Selectmen may grant an exception to the 3 Earned Time Day requirement.

D. Termination

1. Earned time is paid at the rate of base pay at the time of Termination.

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XVI. Bereavement Leave

- 16.1 An employee may be excused from work for up to 3 work days because of Death in his/her immediate family, as defined below, and shall be paid his/her regular rate of pay for the scheduled work hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Immediate family is defined to mean spouse, parents, children, brothers, sisters, grandparents and grandchildren of the employee, mother-in-law, father-in-law, or other relatives living in the same household as the employee.
- 16.2 In the event of death of a person not specified in Section 16.1 above, but but who is related to the employee either by blood or marriage, excluding cousins, the employee shall be granted on (1) day of leave on the date of the funeral.
- 16.3 Additional days may be requested of the Town Administrator, which may be Granted at his/her discretion.

XVII. Jury Duty

- 17.1 The Town shall pay an employee call for Jury Duty the difference between his regular pay and his juror's pay upon presentation of an official statement of jury pay received. Employees excused from jury duty must report back to work during the normal work hours.

XVIII. Insurance

- 18.1 Full-time employees are eligible upon the date of hire for health care from an approved Town provider.
- 18.2 The Town will provide for health insurance the coverage through Matthew Thornton and BC/BS membership as in force as of June 1, 1996, when benefit applies. Employees choosing the JWMC plan will pay 20% of the plan price as posted by the LGC Health Trust. Employees choosing the Matthew Thornton plan will pay ~~20%~~ 10% of the plan price posted by the LGC Health Trust. Health Insurance coverage will commence on the first of the month following the date of hire. **Employees who are otherwise eligible for medical coverage and elect to obtain health insurance through another source will be eligible for compensation in the amount of \$1,200. To be eligible for this benefit the employee must provide proof of coverage in another plan, initially attend an informational seminar to explain the effect**

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of the waiver and must sign a "waiver of insurance" form discontinuing
health coverage through the Town.

- 18.3 The Town agrees to provide dental insurance program with coverage similar to that provided by the New Hampshire Municipal Association's pooled benefit program, Coverage A,B,C and D. Such program shall provide for a one thousand dollar (\$1,000.00) annual benefit per person with annual deductibles of twenty-five dollars (\$25) per person and seventy-five dollars (\$75) per family.

The premiums for such programs shall be borne equally by the Town and employees of the unit. All employees are required to participate in the program relative to their own coverage with their portion of the premiums to be paid by payroll deduction. Family coverage will be dependent upon sixty-five percent (65) participation of those eligible for family coverage. Family coverage will become effective upon the attainment of required level of participation.

- 18.4 Disability – The Town will provide the opportunity for membership in a Town selected carrier of disability insurance, full premiums to be paid by the employees.
- 18.5 Life Insurance – The Town will provide membership in a Town selected carrier of life insurance, full premiums to be paid by the Town. Coverage shall be equal to the employees' annual salary.

XIX. Workers Compensation

- 19.1 The Town of Pelham agrees to provide Worker's Compensation coverage and benefits as prescribed and to the extent required by New Hampshire law.

XX. False Arrest and Indemnification Insurance

- 20.1 The Town agrees to provide false arrest and indemnification insurance and to pay the premium for said insurance. Details as to the protection provided to unit employees shall be available to unit employees at the office of the Town Administrator.

XXI. Tuition Assistance Program.

21.1 Funding – Employees subject to this agreement may petition the Town Administrator to include in the Selectmen’s annual budget request an amount for tuition assistance for full time employees pursuing college degrees at a school accredited by the New England Association of Schools and Colleges (NEASC), to include the NH Technical Institute, and having a classroom campus within reasonable driving distance of Pelham. The total aggregate submitted by the Town Administrator for the bargaining unit shall not exceed four thousand five hundred (\$4,500.) for the budget year.

21.2 Application

- a. All requests for tuition assistance for the coming budget year must be submitted to the Town Administrator by June 30 of each year. The Town Administrator shall forward the applications with recommendations to the Board of Selectmen, who shall be the final determiner of which applicants are to be included in that year’s \$4,500. allocation for the budget submission.

- b. The initial application shall include a letter of acceptance from the college and a certified degree plan from the school showing the degree to be obtained and the major or core courses of instruction including all electives. The core subject or major must be a field that relates to a function of the municipal government, although it need not relate directly to the employee’s current position. Tuition Assistance cannot be provided for courses of study that will not ultimately benefit the taxpayers in Pelham. Tuition assistance shall not be provided for a course that will not count as credit toward a bona fide degree.

21.3 Payment – Employees who were approved for tuition assistance by inclusion in the budget request will register for and pay all costs of completing the course. When the final grade report has been received and the final grade is C+ or better (or “pass” for a pass/fail course), the grade report may be presented to the Town Administrator who will authorize reimbursement of one half (5) of the tuition paid for that course. Costs of books and other fees are not covered by this program.

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21.4 Education Incentive Payments-Any employee who holds an Associate's Degree shall be paid ~~\$500.00~~ 850.00 or a Bachelors Degree ~~\$750.00~~ 1,200.00 or a Masters Degree ~~\$1,000.00~~ 1,750.00 . The above payment shall be made to employees on the first pay period in December of each year. To be eligible for the payment the employees must hold degrees proffered by educational institutions having a traditional campus with resident students and primary requiring 2/4 year degree plans, and accredited by the New England Association of Schools and Colleges (NEASC) Payment will be only for the highest degree earned. Any Masters Degree earned after 4/1/06 shall be qualified for this payment if the grade achieved is "B" or better.

XXII. Disciplinary Procedures

22.1 Disciplinary action will normally be taken in the following order:

- a. Verbal warning (a record may be placed in the employee's personnel file Reflecting only the date/time of the warning and the reason therefore.)
- b. Written Warning
- c. Suspension with pay
- d. Discharge

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

22.2 All suspensions and discharges must be stated in writing and the reason(s) stated and a copy given to the employee(s) and the Association.

22.3 Records of disciplinary action are of less significance after the passage of time.

22.4 a) No complaint shall be acted upon unless it is in writing and signed by the complaining individual. Notice of the complaint from the Town Administrator or his designee, shall also be in writing setting out the nature of the complaint, the date and time of the alleged offense and the name of the individual filing the complaint.

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- b) Any disciplinary action based on the complaint shall be subject to the disciplinary and grievance articles of this agreement.
- c) In no event will complaints of any nature be kept in the employee's personnel file without knowledge of the employee and without all the steps in this procedure having been followed.

22.5 Discipline shall be for proper and just cause. Just and proper cause shall be defined as a reason or reasons deemed as reasonable and proper in the eyes of an average person charged with decision making in such situations to be adequate justification for the application of constructive disciplinary action. Due process must be observed throughout the disciplinary process.

XXIII. Safety

- 23.1 The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Town and Association shall meet within fourteen (14) days of the request of either party to discuss such regulations.
- 23.2 **Members of the unit that belong to the police or fire department and choose to participate in performing the physical agility test/standard by the NH Police Standards and Training (police) / Fire Academy (fire employees) shall receive a one-time payment of \$800 upon successful completion of the test on a yearly basis during the month of April. Payment will be made upon passing the test.**

XXIV. Uniforms and Equipment

24.1 The Transfer Station Superintendent and the Highway Agent shall be furnished with uniforms, consisting of seven (7) shirts and seven (7) pants, which are to be supplied entirely by the Town of Pelham, including cleaning. Upon hiring a new head of these two departments, the initial issue of the following items shall be provided by the Town: (Prior to September 1, 2001, the Town shall provide this initial issue equipment to current employees.)

- 1 heavy winter coat
- 1 light jacket
- 2 one-piece coveralls (1 summer, 1 winter)
- 5 T-shirts
- 1 pair work boots

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- 24.2 The Transfer Station Superintendent and the Highway Agent, effective April 1st of each year, shall be furnished with two hundred dollars (\$200.00) for the purchase of safety shoes or boots, and an annual cleaning allowance of \$300.00 payable on the first pay period in April.
- 24.3 The Fire Chief shall receive an annual clothing cleaning allowance of five hundred \$500.00 effective April 1st of each year, plus the same personal safety equipment issued to other department firefighters.
- 24.4 The Police Chief shall receive an annual clothing cleaning allowance of five hundred \$500.00 effective April 1st of each year, plus any other equipment item that the Town purchases and mandates for the use by the department's officers.
- 24.5 The Police Lieutenant shall receive an annual clothing cleaning allowance of five hundred dollars \$500.00 effective April 1st of each year, plus any other equipment item that the Town purchases and mandates for use by the department's officers.
- 24.6 The Police Captain shall receive an annual clothing cleaning allowance of five hundred dollars \$500.00 effective April 1st of each year, plus any equipment item that the Town purchases and mandates for use by the department's officers.
- 24.7 Employees using their own vehicle for town business will be reimbursed reasonable mileage in the amount of .445 dollars per mile. Other reimbursement shall be made on a case by case basis and approved in advance by the Town Administrator.

XXV. Residency

- 25.1 The Highway Agent, Police Chief and Fire Chief must reside within a distance to allow for the reporting time of thirty (30) minutes or less.

XXVI. Bulletin Boards

- 26.1 The Town shall provide space for association bulletins at two (2) locations where notices are usually posted. All notices posted on such boards shall be on Association stationary signed by an official of the Association, and shall only be used to notify employees of matters pertaining to Association affairs. The notices may remain posted for a reasonable period of time. NO material shall be posted which is inflammatory, profane, obscene, or

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defamatory to the Department, the Town, or their representatives, which
constitutes election campaign material for or against any person,
organization, or faction thereof.

XXVII. Separability

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

XXVIII. Effect of Agreement

28.1 This instrument constitutes the entire Agreement of the Town and the Association, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

XXVIX. Duration of Agreement

29.1 This Agreement shall be in full force and effect from and after date of signing and shall expire on March 31, 2013.

29.2 If the Board of Selectmen or the Association fails to act with respect to the agreement within thirty (30) days subsequent to the "tentative agreement" date of the parties, either party has the right to request resumption of negotiations for the purpose of declaring an impasse and requesting the appointment by the Public Employee Labor Relations Board of a mediator/fact finder.

For the Association

For the Town of Pelham

Agreement between the Town of Pelham, New Hampshire
And the
Pelham Police, Fire, and Supervisors Association

Chief Negotiator

Chief Negotiator

Selectman

Steward

Selectman

Steward

Selectman

Selectman

Selectman