

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

*THE DURHAM PROFESSIONAL MUNICIPAL
MANAGERS ASSOCIATION*

AND

TOWN OF DURHAM

January 1, 2010 to December 31, 2013

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ARTICLE 1
RECOGNITION

Section 1:

Wherever used in this Agreement, the word "EMPLOYEE" shall refer to all individuals included in the Bargaining Unit as described in Section 2.

Section 2:

The Town hereby recognizes the Association as the exclusive representative of all regular full-time employees and bargaining agent for the purpose of collective bargaining for the employees of job classifications of:

Assistant to the Public Works Director, Superintendent of Highways, Superintendent of Water and Solid Waste, Superintendent of Buildings and Grounds, Superintendent of Wastewater, Administrative Assistant of the Fire Department, Fire Marshal, Police Captain, Captains in the Fire Department, and Town Engineer.

Section 3:

The following employees are considered "salaried:"

Superintendent of Highways, Superintendent of Water and Solid Waste, Superintendent of Buildings and Grounds, Superintendent of Wastewater, Police Captain, and Town Engineer.

Section 4:

All other employees are considered "hourly."

ARTICLE 2
NON-DISCRIMINATION

Section 1:

The Town shall not discriminate in the terms and conditions of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required by this Agreement on behalf of the employees of this Association, for the purposes of encouraging or discouraging, membership in any employee organization.

Section 2:

The Association recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion.

Section 3:

The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, or political affiliation.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1:

Except as otherwise limited by an express provision of this Agreement, the Town shall continue to have the right to exercise complete control and discretion over its organization and technology, including, but not limited to, the determination of the standards of service to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the creation and abolition of jobs; the determination of the content of job classifications and ratings; the appointment, promotion, assignments, direction and transfer of personnel; the suspension, demotion, discharge, or any other appropriate action against its employees; the relief from duty or its employees because of lack of work or for any other legitimate reasons; the establishment and altering of reasonable work rules; and the taking of all necessary actions to carry out its missions. All of the rights, responsibilities and prerogatives that are inherent in the Town by virtue of statutory provisions unless specifically waived by the Town in this Agreement shall remain in full force and effect.

Delivery of services to the public in the most efficient, effective and productive manner is of paramount importance to the Town and the Association. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their respective responsibilities.

Section 2:

It is acknowledged that during the negotiations which resulted in this Agreement, the Association had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total Agreement between the Parties, and the Association agrees that the Town shall not be obligated to any additional collective bargaining.

ARTICLE 4
ASSOCIATION RIGHTS

Section 1:

The Association, or a committee of the Association, shall be allowed to use meeting facilities of the Town for meetings when such facilities are available.

Section 2:

The Town shall provide space for a bulletin board which shall be purchased and placed for the exclusive use of the Association in communicating with the employees of the Bargaining Unit.

Section 3:

The employees of the Town within the Unit of the Association's bargaining committee who are scheduled to work during negotiations shall be granted time off without loss of pay or benefits for all negotiations with the Town.

Section 4:

The Town agrees to deduct dues certified by the Treasurer of the Association from the wages or salaries due to employees covered by this Agreement. Such deduction shall be made once per month. Individuals shall request in writing that such deductions be made. Once such a request has been made it shall continue in effect for thirty (30) days after a written notice to rescind is submitted by the employee. The total amount of deductions shall be remitted by the Town to the Treasurer of the Association once per month on or about the fifteenth (15th) day of the month immediately following the month for which the authorized deductions were collected.

Section 5:

The Association agrees to defend, indemnify and hold the Town harmless from any and all liability, loss or damage the Town may suffer as a result of any and all claims, demands, costs or judgments against it arising out of any dispute concerning deductions carried out pursuant to the provisions of Section 4 above.

ARTICLE 5
RESIDENCY REQUIREMENTS

Section 1:

The Captains of the Fire Department are all required to live within a radius from the Durham Fire Station of either twenty (20) miles or twenty-five (25) minutes whichever is later.

Section 2:

All other individuals covered by this Collective Bargaining Agreement who are "on call" or subject to callback for emergencies shall live within a reasonable distance and response time from the Town of Durham.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1:

The purpose of this procedure is to produce proper and equitable solutions of Grievances. All Grievances shall be handled as provided in this Section.

The parties agree that such procedures shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this Agreement shall prevent any employee from individually presenting any Grievance to his/her employer, without representation of the Association, providing that a resolution is not inconsistent with the terms of the Agreement. Those Grievances reduced to writing and resolved without the Association representation shall be documented and forwarded to the Association within ten (10) working days.

Section 2:

The following definitions shall apply for the purposes of this Agreement

- A. GRIEVANCE shall mean a complaint by an employee that, as to such employee, or by the Association that the Town has interpreted and applied the Agreement in violation of a specific provision thereof.
- B. AN AGGRIEVED EMPLOYEE shall mean the employee making the complaint.
- C. For the purposes of this Article, "WORKING DAYS" shall mean Monday through Friday, exclusive of legal holidays.

Section 3:

A matter which is not specifically covered by the Agreement of which is reserved either by this Agreement or by common or statutory law to the employer is not subject to the arbitration procedure set forth in Article 7. Only Grievances, as defined above and/or not prohibited by this Agreement, may be arbitrated under the provisions of Article 7.

Section 4:

Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum. The time limits specified may be extended only by prior written mutual agreement.

Section 5:

The processing of Grievances shall be undertaken in accordance with the following procedures:

- A. A written Grievance must be made to the Department Head within five (5) working days of the action giving rise to the Grievance. The appeal must include the issue giving rise to the Grievance, the facts as the employee views them and the requested relief. The Department Head shall respond to this appeal within five (5) working days. If the employee is not satisfied with the action to be taken by the Department Head, the employee may appeal the matter to the Town Administrator within five (5) working days of the Department Head's decision.
- B. The Town Administrator shall, within seven (7) working days of the request, meet with the aggrieved employee and all involved parties, hear testimony and render a decision within seven (7) working days of the hearing. The employee shall be given a written confirmation of the Town Administrator's decision within five (5) working days of the time a decision is rendered.
- C. If the Grievance has not been resolved to the satisfaction of the aggrieved employee, the Association may, by giving written notice to the Town Administrator within ten (10) working days after the conclusion of the meeting referred to in Section 5-B of this Article, submit the Grievance to Arbitration if permitted by the Agreement and/or statutory or common law. Such notice shall be addressed in writing to the Town Administrator. The Arbitration shall be governed by the provisions of Article 7.

Section 6:

No Grievance shall be considered which is not presented within the time limits specified in Section 5-A of this Article. If a Grievance is not, or if the action required to present the Grievance to the next higher level shall not have been taken within the specified time limits, the Grievance shall be deemed to have been waived and shall not, thereafter, be subject to the Grievance Procedure or the Arbitration procedure set forth in Article 7 unless such individual settlement is not enforced.

Section 7:

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.

Section 8:

No Grievance in process during the term of this Agreement shall lapse because of the termination of this Agreement. Any such Grievance shall be disposed of under the procedures by this Agreement.

ARTICLE 7
ARBITRATION

Section 1:

In the event that the Association elects to proceed to arbitration, the Town Administrator or his/her designee and the Association shall endeavor to agree upon a mutual acceptable arbitrator and obtain a commitment from said Arbitrator to serve. If the Parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the Grievance shall be referred to the American Arbitration Association by the Association within twenty (20) days after the receipt of the notice of submission to Arbitration (Article 6, Section 5-C). In such event, the Arbitrator shall be selected in accordance with the rules of the American Arbitration Association, then applicable to voluntary labor Arbitrations.

Section 2:

The Town and the Association agree that they shall individually be responsible for their own costs, preparation and presentation. The Town and the Association further agree that they shall equally share in the compensation and the expense of the Arbitrator.

Section 3:

The function of this Arbitrator is to determine the interpretation of specific provisions of this Agreement. There shall be no right in Arbitration to obtain and no Arbitrator shall have any power or authority to award or determine any change in, modification or alteration of, addition to, or deduction from any other provision of this Agreement.

The Arbitrator may or may not make his/her award retroactive to the initial filing date of the Grievance as the equities of the case may require.

Section 4:

Each Grievance shall be separately processed at any Arbitration proceeding hereunder, unless the Parties otherwise agree.

Section 5:

The Arbitrator shall furnish a written opinion specifying the reasons for his/her decision. The decision of the Arbitrator, if within the scope of his/her authority and power within this Agreement, shall be final and binding, upon the Association and the Town and the aggrieved employee who initiated the Grievance.

ARTICLE 8
HOURS OF WORK

Section 1:

The regular work week and work shift for all employees shall be the normal annual schedule in effect as of December 31, 1991.

Section 2:

The work week shall commence at 0001 hours Monday and end at midnight (2400 hours) on Sunday.

Section 3:

Notwithstanding anything to the contrary, the work week of the Superintendent of Water and Solid Waste shall be Monday through Thursday commencing at 0630 hours and ending at 1700 hours daily.

Section 4:

The above sections to the contrary notwithstanding, the regular work week and work shift for the Fire Department Captain position which is designated as the Department's Training/Safety Officer shall consist of four (4) consecutive ten and one-half hour days, Monday through Thursday. The regular work week for this position shall equal forty-two (42) hours. The work day shall commence at 0745 hours and end at 1815 hours.

Section 5¹:

Fire Captains:

The regular work week and work shift for the Fire Department Captain positions shall consist of one (1) twenty-four (24) hour work day followed by two (2) consecutive twenty-four (24) hour days off, followed by one (1) twenty-four (24) hour work day, followed by four (4) consecutive twenty-four hour days off, averaged over an eight (8) week cycle to be an average of forty-two (42) hours per week.

Shift shall commence at 0800 hours and end at 0800 hours the following day.

¹ Language taken verbatim from CBA Between Town and DPMMA January 1, 2004 through December 31, 2006 as Attachment D, dated April 8, 2004 by Town Administrator Todd Selig for the Town; and, Deborah E. Quisumbing, President, for the DPMMA.

ARTICLE 9
OVERTIME

Section 1:

The Town shall compensate hourly (as defined in Article 1, Section 4) employees at the rate of time and one-half their regular rate of pay for all hours worked in excess of a normal work week.

Section 2:

The Town shall provide salaried (as defined in Article 1, Section 3) employees with compensatory time earned at the rate of one and one-half times for each hour worked beyond a "normal" work day for each salaried employee. Seven day period is computed from Monday through Sunday.

All compensatory time accrues at time and a half for every hour worked. Employees hired before February 13, 2002 may accumulate up to 480 hours of compensatory time.

All employees hired after February 13, 2002 will have maximum compensatory time accrual of 80 hours. All employees hired after July 1, 2010 will have maximum compensatory time accrual of 40 hours. All employees shall accrue compensatory time after 40 hours in a seven day period.

The Town will buy back all hours earned above 80 on a one-time basis to the Town Engineer and Superintendent within a reasonable time after the ratification of this CBA.

Compensatory time accrued shall be paid to the salaried employee, up to the maximum amount allowed, upon their separation from service to the Town.

All compensatory time will be compiled and tracked at the Business Office.

Section 3:

No hourly employee shall be relieved of duty during his/her regular work hours in the basic work week in order to avoid the provisions of Section I above. No hourly employee covered by this Agreement shall have his/her regular work schedule changed to avoid compensating the employee for hours worked in excess of the regular work week.

Section 4:

Any hourly employee covered by this Agreement who is called back to work shall be guaranteed minimum of three (3) hours pay.

Section 5:

Any salaried employee covered by this Agreement who is called back to work shall be guaranteed a minimum of three (3) hours compensatory time off computed at one and one-half (1-1/2) hours for each hour spent.

Section 6:

- A. Fire Captain vacancies will be filled with Fire Captains.
- B. Fire Captains may be required to fill Fire Captain positions.

ARTICLE 10
TEMPORARY SERVICE OUT OF RANK (TSOR)

The Town agrees to compensate an employee who is assigned the duties and responsibilities of a higher rank for one full shift or more at the starting salary of the classification in which the employee has been temporarily assigned, or five (5) percent of his/her present rate, whichever is greater.

ARTICLE 11
PRIVATE DETAILS

Section 1:

Private details shall be defined as that duty performed by an employee covered by this Agreement during his/her off-duty hours for an employer other than the Town. Such duty shall include that required by statute or ordinance, and/or for which a private employer has requested coverage.

Section 2:

Compensation for such duty shall be at the rate of one and one half (1-1/2) times the employee's base hourly rate for a minimum of four (4) hours.

Section 3:

To the extent that such work has not been previously or customarily assigned to the employees of another bargaining unit, such work shall be assigned to those persons who indicate that they wish to work that particular detail. If more than one employee indicates the desire to work a particular detail than the assignment shall be made according to: events worked, than to rank, and then seniority within ranks on a rotating basis in accordance with the plan in effect as of October 1, 1992.

Section 4²:

Notwithstanding the above, the selection of Fire Captains for private details shall adhere to the guidelines outlined below.

- A) In the event that an employee who has been mandatorily assigned an event finds another employee to work the event in his/her place, then the employee who actually works the event shall be charged with both a mandatory and voluntary assignment.
- B) For purposes of determining eligibility to work an event, both parties agree to utilize hours rather than events worked when tracking events on either the voluntary or mandatory special events sheets.
- C) When there is a tie in respect to hours of events worked when determining a voluntary assignment, both parties agree to use seniority in determining who is eligible to work.

² Language taken verbatim from CBA Between Town and DPMMA January 1, 2004 through December 31, 2006 as Attachment B, dated February 2, 1997 by Robert P. Wood, Fire Chief; Hubert Matheny for Fire Captains, and; Jeffrey C. Furlong, President, for the DPFFA. Originally accepted as CBA language for agreement dated January 1, 1998 to December 31, 2000.

1. Seniority shall be defined as the period of continuous full-time employment with the Town of Durham Fire Department.
 2. In the case of Firefighter Furlong and Captain Miller, as both have the same date of hire, Firefighter Furlong agrees not to question/grieve any decision concerning seniority status relating to assignment of Special Events between the two, as determined by the Fire Chief or his designee.
 3. It is expressly understood that seniority changes as discussed within this Agreement apply onto to Special Events assignments. Both bargaining units reserve the right to grieve seniority status in all other situations as their respective labor agreements allow.
- D) When an employee has been assigned to voluntarily work an event and he/she has a conflict and is unable to work the event, the following procedure will be utilized:
1. If the employee is sick or on bereavement leave he/she shall call the on-duty shift commander and notify him/her of the same. The Shift Commander shall check the assignment list for said event and shall notify any employees who may have signed up for the event but weren't assigned the work. Any such employees who signed up originally for the event shall have the first option to work the vacancy.
 - If none of the above mentioned employees are available to work the event then the Shift Commander shall offer the event to all full-time Fire Department personnel via a tone-out. If there is no response the event shall be offered to all other eligible employees. (Other eligible employees refers to Durham Fire Department Call Company members and/or full-time firefighters from outside departments who qualify as determined by the chief.) If no employee is found for voluntary assignment then the administration shall be notified to enable them to mandatorily assign a firefighter to work the event.
 2. If the employee is unable to work the event for any other reason other than being sick or bereavement leave, then it shall be his/her responsibility to utilize the procedure described in Section 4A above in an attempt to find an employee willing to work the event in his/her place voluntarily. **If the employee is unable to find another full-time Fire Department employee or another eligible employee, in that order, willing to work the event voluntarily then he/she is responsible for working the event.**
- E) Both parties recognize the right of the administration to assign a ranking or non-ranking employee to an event as they see fit. It is understood that in these cases, the determination to assign an employee by rank or expertise shall be noted on the Special Events sign-up sheet when posting it on the Fire Department bulletin board.

- F) The DPFFA agrees that the Fire Inspector shall be compared to the members of the DPMMA in respect to hours worked as with the rest of the employees in all cases, regardless of how many employees are required for the event. The Fire Inspector shall continue to retain the right to bump the DPFFA member with the highest amount of hours who is signed up to work said event.
- G) Employees shall be responsible for entering their times on the respective lists. All employees are expected to check the lists for accuracy from time to time and bring forth complaints/discrepancies.
- H) Both parties agree that the "Special Events Season" shall be defined as July 1 to June 30 of each year at which time the Special Events Roster shall be renewed and all employees hours shall be returned to zero.
- I) New employees being added to the list mid-season, shall have their hours started at the highest employees hours excluding the Fire Inspector.

ARTICLE 12
HOLIDAYS

Section 1:

The following shall be paid holidays for all Association employees.

New Year's Day
Civil Rights Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving and the day after
Veteran's day
Christmas Day and the day before or after

Section 2:

Any hourly employee required to work on a holiday shall be compensated at one and one-half (1-1/2) times his/her regular rate of pay.

Section 3:

Any salaried employee required to work on a holiday shall accrue compensatory time at the rate of one (1) hour for each hour worked.

Section 4:

Compensation for all holidays worked and holiday pay shall be paid in the next regular pay check. All nonscheduled hours worked shall be subject to the call back provisions of Article 9, Section 5

Section 5:

The above sections to the contrary notwithstanding, for the Fire Department Captain position which is designated as the Department's Training/Safety Officer, if a holiday falls on a non-scheduled workday, the employee will receive 8.4 hours of straight pay for the holiday.

ARTICLE 13
VACATION LEAVE

Section 1:

Vacation leave shall be granted to all permanent full-time employees on a monthly accrual basis. Accrual shall be based on a completed monthly service. Vacation leave accrual for the initial month will be awarded only if the employee is hired no later than the 10th of that month. Thereafter, Vacation leave shall accrue on a pro-rata basis and shall be credited for usage on the first of each month.

Section 2:

Vacation leave shall accrue for but may not be used by new probationary employees. New probationary employees not attaining permanent status shall forfeit any accrued vacation time.

Section 3:

Eligible employees (probationary excluded) may request vacation leave at any time of the year. Requests for vacation leave shall be submitted for approval in writing (on prescribed form) to the employee's Department Head at least fourteen (14) days in advance of the requested leave. Vacation leave shall be granted in all cases except those in which the employee's absence will affect essential services of the department. If vacation requests are made less than fourteen (14) days in advance, permission shall be granted at the discretion of the Department Head. In cases of conflicting vacation requests, seniority shall prevail.

Section 4:

Eligible employees shall accrue vacation leave at the following rates for continuous completed months of service.

COMPLETED SERVICE	ACCRUAL RATE PER 40 HR WK	ACCRUAL RATE PER 42 HR WK	MAXIMUM LEAVE ACCRUAL
0-60 Months	8.0 hrs/mth	8.4 hrs/mth	Max. 240 hours
61-120 Months	12.0 hrs/mth	12.6 hrs/mth	Max. 240 hours
121 or more months	14.0 hrs/mth	14.6 hrs/mth	Max. 240 hours

Section 5:

Upon termination, an employee shall be compensated for unused vacation leave not to exceed two hundred forty (240) hours at that employee's regular and current rate of pay. The excess hours shall be forfeited.

ARTICLE 14
VACATION & SICK LEAVE COVERAGE

Section 1:

In the event that the Fire Department elects, at its sole and exclusive discretion to provide coverage for short-time sick leave or vacation leave for a position included in this bargaining unit, then such position shall be filled first by individuals of the rank of Captain or above. In the event that no such superior officer volunteers to fill said position then the Chief may fill it with any other person at his sole and exclusive discretion.

Section 2³:

Notwithstanding anything to the contrary above, no person covered by this Agreement shall work more than two (2) consecutive shifts except in cases of emergencies. No Fire Department member covered by this agreement shall work more than 48 consecutive hours except in cases of emergencies, as determined by the Fire Chief.

³ Language taken verbatim from CBA Between Town and DPMMA January 1, 2004 through December 31, 2006 as Attachment A, a memo dated June 1, 1995 by Fire Chief Robert Wood to Town Administrator Larry Wood and accepted as CBA language in the CBA between the Town and the DPMMA January 1, 1998 to December 31, 2000.

ARTICLE 15
SICK LEAVE

Section 1:

Employees shall earn sick leave at the rate of one day per month. New employees hired no later than the 10th of the month shall receive credit for that initial month. Sick leave shall be made available and credited for use on the first of each month. Permanent part-time employees shall earn sick leave on a pro-rated basis.

Section 2:

Unused sick leave may be accumulated over the term of employment as follows:

Completed Service	Maximum Leave Accrual Rate Per 40 hr Week	Maximum Leave Accrual Rate Per 42 hr Week	Accrual
0-60 months	8 hrs/month	8.4 hrs/month	720 hours
61-121 months	8 hrs/month	8.4 hrs/month	820 hours
122 or more	8 hrs/month	8.4 hrs/month	920 hours

* All employees hired after February 13, 2002 shall have a maximum accrual of 820 hours.

Section 3:

Employees who voluntarily terminate their employment with at least thirty (30) days notice shall receive payment at the rate of twenty-five (25%) of their accrued sick leave. In the event that an employee provides a six (6) month written notice of his/her voluntary termination of employment, he/she shall receive thirty-five (35%) of their accrued sick leave. Employees who are terminated for cause other than layoff or leave without the required thirty (30) day notice shall forfeit all sick leave payments.

Section 4:

New probationary employees shall accrue sick leave but may not draw any leave or sick pay for time off taken due to illness during their probationary period. New probationary employees who do not achieve permanent status forfeit any accrued sick leave that exists at the time of their termination of employment with the Town. These provisions affecting probationary employees shall not apply to employees serving probationary periods due to reassignment, promotion or any other type of probation other than that of a newly hired employee.

Section 5:

Sick leave may be legitimately drawn in the event of the following: Absences due to illness, injury or exposure to contagious diseases endangering the health of other employees

when requested by the attending physician, medical and dental appointments, and care of immediate family member whose illness or condition requires the employee to remain at home (care beyond three [3] days requires approval by the Town Administrator). Employees absent for such reasons must report their absence to the Department Head within one (1) hour of their regularly scheduled starting time. Verification of illness/disability from a medical doctor may be required by Department Heads at any time. In the event that the cost of obtaining such verification is not reimbursed by the Insurance Carrier then such cost shall be borne by the Town.

ARTICLE 16
SICK LEAVE BANK

Section 1:

The Town agrees to the establishment of a Sick Leave Bank. The Bank shall be set up and administered by a Sick Leave Review Panel consisting of four (4) members, three (3) appointed by the Association and one (1) appointed by the Town, who shall establish procedural rules for its operation.

Section 2:

The initial funding of the Bank shall be an assessment of two (2) months accrual of sick time per employees of the Town within the unit.

Section 3:

Each employee of Town within the unit shall be assessed one (1) month's accrual per year.

Section 4:

Eligibility is contingent upon a prognosis from the disabled employee's attending physician that said employee shall be able to return to work within one (1) calendar year from the date of the disability.

Section 5:

In no event shall any one (1) employee receive more than 125 days from the sick leave bank in one (1) calendar year or a total of 250 days during that employee's career with the Town.

Section 6:

The funding mechanism outlined in Sections 2 and 3 above shall continue until that employee has funded his/her share of the Bank for a period of ten (10) years. Thereafter that employee shall not be required to, nor shall that employee contribute to, the Sick Leave Bank until it is depleted. Thereafter the funding mechanisms outlined above shall recommence.

ARTICLE 17
SICK LEAVE INCENTIVE

For each employee working six (6) consecutive months with one (1) shift or less of sick leave taken during those months, that employee shall receive a bonus in the amount equivalent to the employee's rate of pay for eight (8) hours (or 8.4 hours for Fire Department Captains) payable on January 15th and July 15th.

ARTICLE 18
PERSONAL DAYS

Section 1:

Personal days shall be granted with pay similar to vacation leave and are intended to afford the employee with the opportunity to address unanticipated events or emergencies of short duration.

Section 2:

Full-time employees are awarded personal days after completion of twelve (12) months of service and thereafter on the employee's anniversary date. Personal days off may be earned at a rate of one (1) day per twelve (12) months for those employees with less than sixty (60) months of service. Those employees having, sixty-one (61) or more months of service shall be entitled to two (2) days per twelve (12) month period. Any employee who does not utilize a sick leave day for a period of 1 year shall be entitled to an additional personal day.

Section 3:

Personal days may not be accumulated beyond three (3) shifts and must be used within twelve (12) months of the time they are earned.

Section 4:

Notice equivalent to that expected for sick leave is required for the use of these days. There shall be no payment of these benefits upon termination.

ARTICLE 19
BEREAVEMENT LEAVE

Section 1:

For non uniformed Fire personnel and all other employees covered by this Agreement, bereavement Leave of three (3) working days with pay shall be granted an employee in the event of the death of his/her spouse, father, mother, step-parents, father-in-law, mother-in-law, daughter-in-law, son-in-law, child, stepchildren, brother, sister, step-sibling, Grandparent, Grandchildren, legal guardian, significant other or a relative domiciled in the employee's household. This leave may be extended to five (5) working days upon petition to the Town Administrator, solely at his/her discretion. Under extenuating circumstances, special leave of two (2) working days with pay may be granted by the Town in order that the employee may arrange or attend a funeral of a relative other than those mentioned in the preceding paragraph.

Section 2:

For all uniformed Fire personnel covered by this Agreement, bereavement leave of two (2) twenty four hour shifts with pay shall be granted an employee in the event of the death of his/her spouse, father, mother, step-parents, father-in-law, mother-in-law, daughter-in-law, son-in-law, child, stepchildren, brother, sister, step-sibling, Grandparent, Grandchildren, legal guardian, significant other or a relative domiciled in the employee's household. This leave may be extended upon petition to the Town Administrator, solely at his/her discretion.

Under extenuating circumstances, special leave of one (1) twenty four hour shift with pay may be granted by the Town in order that the employee may arrange or attend a funeral of a relative other than those mentioned in the preceding paragraph.

ARTICLE 20
PARENTAL LEAVE

Section 1:

It is the policy of the Town to grant permanent full-time female employees a leave of absence without pay for the purposes of child bearing during which time the Town shall provide health/life insurance benefits to the employee. It is also the policy of the Town to grant permanent full-time employees a leave of absence without pay for the purposes of child rearing. Such leaves shall be contiguous to the birth of the employee's child.

Section 2:

A reasonable leave of absence is defined as one hundred eighty (180) consecutive calendar days. At the election of the employee, any such leave may encompass less than the full one hundred eighty (180) day period. A leave shall, in no event, exceed one hundred eighty (180) days except for valid medical reasons. Any employee seeking an extension of child bearing leave beyond the one hundred eighty (180) day limit must consent to an independent medical evaluation by the Town if the Town determines such evaluation to be advisable.

Section 3:

Each employee seeking such leave of absence may be required to present to the Town a written statement from her attending physician indicating, the date upon which she should begin her absence from her job.

Section 4:

To obtain such leave of absence, the employee must, in good faith, signify her intent to return to her employment at some date on or before the end of the one hundred eighty (180) day period unless mutually agreeable arrangements extending such period are made between the employee and the Town.

Section 5:

It shall be the employee's responsibility to notify the Town Administrator at least thirty (30) days in advance of her return to work. Upon return to employment, such employee shall be reinstated to his/her original job or to an equivalent position with equivalent pay unless circumstances within the Town make such reinstatement impossible or unreasonable. Employees on maternity leave may use their accrued sick or vacation leave for these periods of time for which they are actually disabled. Employees on child bearing leave may use their accrued vacation leave during such leave.

Section 6:

A male employee may use his accrued sick leave, vacation or comp leave if his wife/significant other is ill during her pregnancy or recovering from the delivery of such child.

ARTICLE 21
LONGEVITY

Section 1:

Longevity pay will be granted to all permanent full-time employees as a means of compensating such employees for long-term service to the Town. Such pay shall be paid by check by the end of the second week in December. The employee shall receive longevity according to their length of service at time of payment.

Section 2:

The rate of compensation shall be as follows:

<u>Length of Service</u>	<u>Annual Longevity Payment</u>
61 - 108 months	\$ 250.00
109 - 168 months	500.00
169 - 228 months	750.00
229 and above	1,000.00

ARTICLE 22
INSURANCE

Section 1:

The Town agrees to continue health, hospitalization and major medical insurance for each employee under the Matthew Thornton Blue HMO program or an equivalent plan:

The plan includes a Managed Care Program, a mail-in prescription program and Delta Dental Option III with the employee's choice to buy up to Delta Dental Option I.

Section 2:

- A. All employees shall pay ten percent (10%) of the monthly health premiums for the Matthew Thornton Blue HMO Program and Delta Dental Option III premiums or equivalent plans.
- B. Each employee may chose to participate in any other health insurance program offered by the Town provided that they pay twenty percent (20%) of the monthly premium of said health plan.
- C. Each employee may chose to participate in Delta Dental Option I provided that they pay the difference between the Option III and Option I plan, as well 10% of the monthly Delta Dental Option III Plan.

Section 3:

An insurance "buy-out" option shall be included for employees that are covered by insurance from any other source other than the Town. If the employee elects not to be covered by the Town's health insurance, then the Town shall reimburse that employee 45% of the Town's share of the premium upon proof of other insurance.

Section 4:

The Town shall continue to purchase Life Insurance for the Association employees of Town within the unit in the amount of coverage currently in effect (\$50,000 death benefit).

Section 5:

The Town agrees to provide an Employee Assistance Program to all employees wishing, to participate in said program.

ARTICLE 23
SHORT TERM DISABILITY

Section 1:

In matters involving short term, non-work related sick leave, the Town shall continue to provide to the affected employee his/her full base salary until his/her return to service or until such time as the employee has exhausted available leave, or is deemed to be ineligible for disability benefits or discharged, whichever occurs first.

Section 2:

The benefit of full pay to an employee who is on short term disability leave is conditional upon the employee's agreement to "buy back" used leave time equivalent to the disability benefits remitted to the Town.

Section 3:

While an employee remains on leave, accounting for used leave time shall take place weekly and leave shall be charged at 100% of that actually used. Only after the Town receives reimbursement from its disability policy (if not self funded) shall the leave account be credited with time equivalent to the reimbursement of sixty (60%) percent of the employee's base weekly wage up to a maximum of One Thousand (\$1,000.00) Dollars per week for up to twenty-six weeks. In the event that an employee's leave extends beyond his/her accrued leave time, the employee may apply to the Sick Leave Bank. However, the Town shall have no further reimbursement responsibilities.

Section 4:

The employee shall reimburse the Sick Leave Bank for hours utilized with funds received from the disability carrier before making any other transfer, expenditure or utilization of such funds other than those reimbursed under Section 2 above which shall have priority over all other claims.

ARTICLE 24
UNIFORM ALLOWANCE

The Town agrees to provide uniforms and protective gear as follows:

Section 1:

For Police Personnel covered by this Agreement:

A Five Hundred Dollar (\$500.00) per year clothing allowance (to include detective clothing) in accordance with the current voucher practice as well as to replacement of all equipment damaged or destroyed in the line of duty.

Section 2:

For Fire Department Personnel covered by this Agreement:

A Five Hundred Dollar (\$500.00) per year clothing allowance in accordance with the current voucher practice as well as to replacement of equipment damaged or destroyed in the line of duty.

Section 3:

For Public Works Personnel covered by this Agreement:

The current practice as of October 01, 1992 of uniform issuance and replacement shall continue.

ARTICLE 25
EDUCATION REIMBURSEMENT

Section 1:

The Town agrees to pay for all training, publications, association meetings, seminars, conferences and conventions for employees covered by this Agreement who are required/requested to attend such meetings or who receive approval to attend such training, subscribe to various publications, etc.

Section 2:

The Town agrees to reimburse all employees for any work related certification exams or license fees which it requires as a condition of employment at a rate of 100%, including renewal fees.

ARTICLE 26
PERSONNEL REDUCTIONS

Section 1:

Sixty (60) days notice shall be given to all employees of Town within the unit covered by this Agreement before personnel reductions affecting employees of Town within the unit covered by this Agreement take effect.

Section 2:

In the event of a reduction in the number of employees of Town within the unit covered by this Agreement, the "reduced" employee who is not otherwise eligible for continued employment within the Town shall be entitled to three (3) calendar months pay, all unused and accrued vacation leave as well as reimbursement of unused sick leave in accordance with Article 15, Section 3 at termination.

Section 3:

The Town agrees to make every reasonable effort to obtain the concurrence of the other Unions in the Town to modify their Collective Bargaining Agreement to allow "reduced" employees of this Unit to accrue seniority rights within that Unit equal to the number of years the "reduced" employee has been an employee of the Town.

ARTICLE 27
FIRE CAPTAIN TRANSFER

Section 1:

Fire Department Captains may transfer laterally between line and staff positions when vacancies occur. The employee wishing to transfer must meet the current position description for the vacant position.

Section 2:

When more than one equally qualified employee requests a lateral transfer, and each employee meets the current position description, then seniority in rank will prevail.

Section 3:

Fire Department Captains may transfer laterally when there is no vacancy with the consent of both employees, and with the approval of the Fire Chief. In such case all of the conditions of this Article continue to apply.

ARTICLE 28
SALARY

Section 1:

The base annual salaries for each employee in the unit will be adjusted in the following years of this Agreement as follows:

- January 1, 2010 - 0% COLA
- January 1, 2011- 2% COLA
- January 1, 2012 – 2% COLA
- January 1, 2013 – 2% COLA

All increases shall be effective on January 1st of each year for all employees covered by this Agreement.

A three (3) step pay scale shall be established for the Fire Captain position. Current Fire Captains shall be placed at Step 3 of the pay scale. New Fire Captains shall be placed on Step 1 of the pay scale. Annually on January 1st Fire Captains will advance to the next step on the pay scale.

	2010	2011	2012	2013
SALARY EMPLOYEES				
Town Engineer	\$73,715	\$75,189	\$76,693	\$78,227
Police Captain	\$69,826	\$71,223	\$72,647	\$74,100
Wastewater Superintendent	\$63,794	\$65,070	\$66,371	\$67,699
HOURLY EMPLOYEES				
Fire Marshal	\$28.16	\$28.72	\$29.30	\$29.88
Fire Captains				
Step 1	\$27.60	\$28.16	\$28.72	\$29.30
Step 2	\$27.88	\$28.44	\$29.01	\$29.59
Step 3	\$28.16	\$28.72	\$29.30	\$29.88
Asst. to the Director of PW	\$21.60	\$22.04	\$22.48	\$22.93
Fire Administrative Assistant	\$21.30	\$21.73	\$22.16	\$22.60

Section 2:

The parties have agreed to a Performance Plan to provide qualified employees with an additional payment of from one (1) to three (3) percent of their base salary which shall not be added to the base pay and which shall be paid in the year awarded in December. The intent of this program is to not guarantee these increases to each employee of the town within the unit, but to reward eligible employees based on outstanding performance. Further the parties acknowledge and agree that it is the intent of the Town to rigorously administer the evaluation process to obtain any additional payment under this Section.

The criteria for performance based awards for 1% to 3% will be as follows:

- A) 1% awarded for a documented and substantive outstanding achievement(s) during the calendar year.
- B) 1% for an overall evaluation of good to very good, using the criteria defined in each of the departmental formats.
- C) 1% awarded for an overall evaluation of outstanding or excellent.

ARTICLE 29
SCOPE OF AGREEMENT

Section 1:

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by both the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Association, for the life of this Agreement, each, voluntarily and unqualifiedly, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement even though such subject or matter may not have been within the knowledge of contemplation of either or both parties at the time that they negotiated or signed this Agreement.

Section 2:

The waiver of breach of a condition of the Agreement by either party shall not constitute a precedent with respect to future enforcement of any, or all of the terms of this Agreement.

Section 3:

The Town and the Association herein agree that this document represents the entire Agreement between the parties and no other Agreement, understanding, or past practice exists, except as is specifically enunciated in this Agreement.

Section 4:

Notwithstanding anything to the contrary, all benefits and past practices not expressly addressed in this Agreement in effect as of January 1, 1998 shall continue in full force and effect for the life of this Agreement but shall expire, unless specifically renewed, as of December 31, 2000.

ARTICLE 30
SAVINGS CLAUSE

In the event that any Article, Section or portion of this Agreement is found to be in violation of State law or Town ordinance or is found to be unlawful and unenforceable by any court of competent jurisdiction or have the effect of loss to the Town of funds made available through Federal law, rule or regulation, then such specific Article, Section or portion shall be amended to that extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect.

ARTICLE 31
DURATION

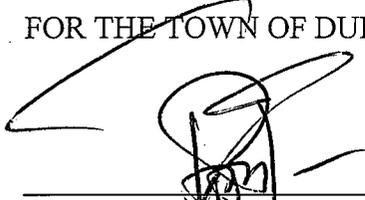
This Agreement shall be effective from January 01, 2010 through December 31, 2013. Either party may notify the other of its intent to terminate this Agreement and negotiate a successor Agreement by providing written notice to the other in accordance with the provisions of New Hampshire RSA 273-A.

ARTICLE 32
DISMISSAL

Unit members may not be dismissed except for cause.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be signed by their fully authorized officers and/or representatives this 29 day of JUNE, 2010.

FOR THE TOWN OF DURHAM, NH

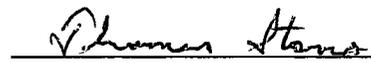


Todd Selig
Town Administrator

FOR THE DURHAM PROFESSIONAL MUNICIPAL MANAGER'S ASSOCIATION



David Emanuel, Fire Captain
Association President



Thomas Stano, Fire Captain



Sean Kelly, Police Lieutenant



David Cedarholm, Town Engineer