

Final ~~Draft~~ April 14, 2009

AGREEMENT BETWEEN  
THE TOWN OF PELHAM, NEW HAMPSHIRE  
AND  
LOCAL #1801 OF THE AMERICAN FEDERATION  
OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)

**PELHAM PUBLIC WORKS AND MUNICIPAL  
EMPLOYEES**

**Agreement 2007 - 2010**

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**I. Agreement**

This Agreement between the Town of Pelham, New Hampshire (hereinafter called the "Town") and Local #1801 American Federation of State, County, and Municipal Employees (hereinafter called the "Union") is made and entered into on this 1st day of April, 2009.

**II. Purpose**

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 for employees in the bargaining unit described in the Recognition Clause as follows:

**III. Recognition**

I. The Town recognizes the Union as the exclusive bargaining agent for:

All full-time and permanent part-time employees of the Town Office, Public Works, Transfer Station and Police Departments specifically to include:

Highway Department

Laborer  
Custodian  
Transfer Station Operator  
Foreman  
Equipment Operators I & II

Cemetery Caretaker

Towns Fire and Police Departments

Assessor's Assistant  
Clerk Typist I and II  
Secretary  
Bookkeeper  
Deputy Town Clerk/Tax Collector  
Town Accountant  
Accounts Receivable/Data Entry Clerk

Code Enforcement Assistant  
Planning Clerk  
Planning Assistant  
Studio Production Assistant  
Office Manager

**IV. Exclusions**

1. The Agreement excludes the classifications and positions of:

- |                               |                           |
|-------------------------------|---------------------------|
| a). Library Employees         | f) Police Chief           |
| b). Town Administrator        | g) Fire Chief             |
| c). Executive Secretary       | h) Animal Control Officer |
| d). Town Clerk/ Tax Collector | i) Firefighters           |

- e). Highway Agent
2. The exclusion of members from the unit 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.
3. Employees serving the initial six months new hire probationary period are excluded from membership in the bargaining unit. The provisions of the collective bargaining agreement regarding wage rates and benefits shall apply to said positions.

#### **V. Non-Discrimination**

The Town and the Union agrees not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin, handicap, or membership or non-membership in the Union.

#### **VI. Strikes and Lockouts**

Under no circumstances will the Union cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operations of any department of the town covered by this agreement and during the term of this Agreement.

#### **VII. Management and Union Rights**

- I. 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 Union 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, promote, transfer, assign, retain employees in positions; and to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, 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; 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.

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2. Nothing in this agreement shall be construed to limit the rights of the Town's supervisory personnel to direct employees in any and all emergency situations as they deem to be appropriate.

3. Union rights

It shall be the right of the Union 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 Article VII whenever such grievances exist.

### **VIII. Consultation**

1. Representatives of the Union shall meet with designated representatives of the Town, i.e., Town Administrator, Highway Agent, Fire Chief once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. A written agenda shall be submitted by the Union to the designated Town representative no less than five days before the scheduled date of the meeting. At the discretion of the Town, additional matters for discussion may be placed on the agenda. When such is the case the Union will be given five (5) days to consider the matter prior to its discussion. Nothing contained herein shall prevent the Town and the Union from meeting on a less frequent basis on mutual agreement.
2. Nothing contained herein shall prevent the Union from consulting with the Town's management personnel at any time, if matters of mutual concern arise of an urgent or emergency nature. However, grievances must be submitted in accordance with the procedure contained in this Agreement.

### **IX. Union Business**

1. The Union officers and representatives shall be:  
Stewards (4)
2. The Union shall advise the Town of the names of the employees holding Union office (as noted above).
3. Union officers as described above shall be permitted to process grievances and exercise the Consultation Article during their scheduled hours of duty, provided they have prior permission from their supervisor and the amount of time in which employees are engaged in such activities is reasonable.
4. An effort will be made to schedule negotiating sessions at least ½ the time which does not conflict with the scheduled duty of employees who are members of the



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Union collective bargaining team. In the event that employees, not to exceed four (4) 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.

#### **X. Dues Deduction**

- I. The Town agrees to withhold dues from the members of the Union weekly and submit a check along with a list of employees who paid said dues and in what amount, at least once each month, to the Treasurer of AFSCME, Local #1801.
2. The Union shall submit authorization forms to the Town for each member who requests payroll deduction of dues. Any employee who chooses not to join the Union shall pay an agency fee to be determined by the Union in accordance with State and Federal law.
3. If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues then no deduction will be made for that employee. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

#### **XI. Maintenance of Membership**

1. Each member of the bargaining unit who, on the effective date of this agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union 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 Union anytime within the period between sixty (60) days and thirty (30) days prior to the expiration date of the agreement.
2. Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Town harmless in any such dispute.
3. The Union shall post notices on departmental bulletin boards sixty (60) calendar days prior to the expiration date of the agreement advising employees of their right to revoke dues deductions.

#### **XII. Discipline and Termination for Cause**

1. Policy

The Board of Selectmen shall have the authority to take necessary disciplinary action which may include such remedies as verbal or written reprimands,

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suspension with or without pay, demotion or dismissal. Such authority may be delegated by the Selectmen, except that Department Heads shall not be given authority to suspend for more than two (2) days, demote or dismiss a subordinate.

2. Consultation

Whenever a Department Head is confronted by a situation for which suspension with or without pay for more than two (2) days, demotion, or dismissal are being considered, he/she shall make a recommendation to the Town Administrator who shall decide within the scope of his/her authority or forward the matter to the Board of Selectmen.

3. Just Cause and Notification

All disciplinary action involving suspension with or without pay, demotion, or dismissal shall be for just cause and notice of such action against an employee must be in writing and occur not later than the date the action is taken. Such notice shall specify the disciplinary action imposed and contain a statement of the reason(s) for taking such action.

### **XIII. Grievance Procedure**

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 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 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 Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated, and the relief requested.

2. Procedure

Step 1 Any employee or the Union on behalf of the employee desiring to process a grievance shall submit in written statement of the grievance to his/her Department Head no later than ten (10) workdays after the employee knew of the facts on which the grievance is based, and in no case more than one (1) month from the occurrence. The Department Head shall meet with the employee and the Union no later than three (3) workdays following receipt of the notice

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and shall give a written decision within three (3) workdays.

Step 2 If the employee or the Union on behalf of the employee is not satisfied with the decision of the Department Head, he/she may file, within ten (10) workdays following the Department Head's decision, a written appeal to the Town Administrator. The Town Administrator shall meet with the employee and the Union representative within seven (7) workdays following receipt of the written appeal and shall give, a written decision within five (5) workdays thereafter.

Step 3 If the employee or the Union on behalf of the employee is not satisfied with the decision of the Town Administrator, he/she may file, within ten (10) workdays following the Town Administrator decision, a written appeal with the Board of Selectmen, setting forth specific reasons why the employee or the Union believes the Agreement is being violated by the Town action in question. The Board of Selectmen, within fifteen (15) business days following receipt of the appeal shall hold a hearing with the employee and the union representative. The Board of Selectmen shall give a written decision within ten (10) business days following the hearing.

Step 4 If the employee or the Union on behalf of the employee is not satisfied with the decision of the Board of Selectmen, the Union may file, within thirty (30) workdays following the 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 final and binding on the parties.

3. The cost of the arbitration shall be borne by the losing party. It shall be incumbent upon the arbitrator to specify the party designated as the losing party to facilitate payment of arbitration costs.
4. The foregoing time limitations may be extended by mutual written 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.
6. The Town shall not designate a hearing officer at any step of the grievance procedure who has heard the grievance at a prior step.

#### **XIV. Hours of Work and Overtime**

Normal Work Schedules. The normal work schedule shall be forty (40) hours per week at times operationally required by the requirements of the job.

- a) Town office employees may be assigned to any of the following four (4) shifts:

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A Shift - 7:30 A.M. to 4:00 P.M.  
(normally applicable to the Deputy Tax Collector/Town Clerk)

B Shift - 8:30 A.M. to 5:00 P.M.

C Shift - 8:30 A.M. to 3:00 P.M. 5:00 P.M. to 7:00 P.M.

All duty shifts shall provide for a one-half (½) hour lunch period approximately midway between the day shift. Lunch periods may be staggered to provide for service coverage.

The above shifts may be universally shifted by one (1) hour (either earlier or later) without negotiation of such change.

- b) All other duty shifts for unit employees, not working in Town offices, will remain as in effect as of the date of signing of this agreement; however, they also may be shifted
- by one (1) hour (either earlier or later) without negotiation of change.
- c) Employees whose normal scheduled work hours require work beyond six o'clock (6:00) P.M., will receive a differential of fifty cents (50\_) for all such hours worked.
- d) Employees in the Town Clerk's, Tax Collector's, and Selectmen's Offices will rotate the 5:00 P.M. to 7:00 P.M. (shift) hours.

2. Workday and workweek. The workday is defined as 12:01 A.M. until 12:00 Midnight. The workweek is defined as 12:01 A.M. Sunday until 12:00 Midnight on the subsequent Saturday.
3. Overtime. All hours actually worked in excess of forty (40) hours in a workweek and for any previously unscheduled time shall be paid at 1.5 times the normal hourly rate. In the event an employee performs emergency work, he/she shall be paid at the overtime premium of 1.5 times his/her base hourly rate.
4. Hours paid but not worked, such as Holidays and Earned Time, shall be counted in determining hours worked for the purpose of computing overtime pay.
5. Any employee who has left his or her place of employment and is recalled to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three (3) hour minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hour minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between the normal shifts, but not to be separately paid for several call-backs within the three (3) hour minimum guarantee period..

Any employee who is called in one hour or less prior to the start of his/her normal shift shall receive such time at the overtime rate, but is excluded from the three (3) hour minimum guarantee outlined in the previous subsection of this section.

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6. Any hours worked in excess of 80 hours in a week, excluding holiday, sick and vacation time, will be paid at 2x their base rate for those hours in excess of 80 hours.
7. On-call pay for weekends between May 30 and October 31 will be paid at 3.5 hours (or 5 hours if it is a long weekend) at time and one-half of the full base rate. This pay will only be made if the Highway Agent chooses not to be "on call" and appoints an alternate who will receive this "on-call" pay. The Highway Agent shall have sole discretion of determining who is qualified to be an "on-call" alternate. He will assign "on-calls" on a rotating basis to qualified employees who volunteer to be on the list. If no one volunteers, the Highway Agent may require the least senior qualified employee to be "on-call".
8. Each employee in the bargaining unit will be allowed to exchange work time, so-called "shift swap" with pay, for a shift in which s/he is able to secure another employee to work on his/her hours of work. Swaps may be granted provided:
  - a. Such swaps or exchanges are made only after the approval of the Department Head or a designee.
  - b. Such swap shall not impose an additional cost to the town with regard to payment of additional salaries and wages or any other form of compensation.
  - c. The employee initially assigned the shift which is being swapped shall be responsible for the shift being covered.

## **XV. Seniority**

There shall be two (2) types of seniority:

- a) Department Seniority .Department Seniority shall relate to the time an employee has been continuously employed by any of the Town Departments represented by this Agreement.
  - b) Classification Seniority .Classification Seniority shall relate to length of time an employee has been employed in a particular classification.
2. Classification Seniority in the classification involved shall prevail in matters concerning layoffs. Qualified and available former permanent employees shall be reinstated before new employees are hired following a layoff. This preference shall expire after one (1) year.
  3. Upon receiving a promotion, an employee's name shall be entered at the bottom of that particular classification seniority list to which he/she has been promoted, regardless of his/her Department Seniority, and he/she shall be considered to be the junior or least senior employee in that classification, regardless of the Department Seniority of other employees already in that job, until such time as



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other promotions/hirings are made into this classification. New promotions/hirings shall be entered at the bottom of that particular classification Seniority List concerned. If a promoted employee does not pass his/her new position's probation or if he/she is unsatisfied with the position within 30 days after the assignment then he/she shall be returned to his/her old classification at the earliest date that is operationally possible and regain his/her former classification and associated seniority.

4. Until a new employee has served the initial six months probationary period it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.
5. An employee shall not forfeit seniority during absences caused by:
  - a) Illness resulting in total temporary disability due to his/her regular work with the Town, certified to by an affidavit from the Worker's Compensation carrier.
  - b) Illness resulting in total temporary disability, certified to by a physician's affidavit.
6. An employee shall lose his/her seniority for, but not limited to the following reasons:
  - a) Discharge for just cause.
  - b) If he/she resigns.
7. The employee's present classification seniority as of the effective date of this contract shall be the only type of seniority considered for the purpose of establishing the Classification Seniority System called for in this Article. This Classification Seniority must have been continuous in nature to merit consideration under this section. The preparation and maintenance of the Classification Seniority Roster shall be the responsibility of the Town Administrator.

## **XVI. Work Reduction or Layoffs**

1. If there is a layoff or any reduction in the work force, the person with the least classification seniority in the affected classification will be laid off first. ~These laid off employees will be recalled in the reverse order of layoff. The person with the most seniority will be hired back first.

2. No employees shall have the right of replacing another employee in any classification by virtue of Department Seniority alone, except that in the event of a permanent lack of work in any classification, those employees affected in that classification shall be assigned when operationally possible to the next lower classification for which they are qualified. Absolute "bumping rights" are not to be assumed by the foregoing.

### **XVII. Residency Requirements**

All employees of the Town shall maintain a residence within a radius of 20 miles from their place of work. The radius requirement may be waived at the discretion of the Town Administrator.

### **XVIII. Salaries**

1. New Hires shall normally be placed at Step One on the appropriate labor grade. New Hires having relevant experience, education, or a combination of the two may be initially placed on higher steps up to and including Step Five on the appropriate labor grade.
2. Employees that are step eligible (not at the maximum step of their grades) shall be granted a two step increase on their anniversary date in classification during the period of 4/1/09 - 3/31/10. All employees with a hire/promotion date of one year or more prior to 4/1/09 shall have anniversary dates of April 1 for the purpose of pay raises. Employees hired less than a year before that date, or after it, shall be eligible for raises on their actual anniversary dates.
3. Effective April 1, 2009:  
5% increase

### **XIX. Longevity**

1. Each employee, upon reaching five years service with the Town shall receive, on the first payday in December, a longevity bonus of \$150.00 and \$50.00 per year for each additional year beyond. All bonuses will be paid on the first payday in December.

### **XX. Insurance Eligibility**

1. Employees who are employed in a permanent position of at least thirty (30) hours per week are provided with Hospital/Medical Insurance, Life Insurance and Dental Insurance as detailed in Article XX! of this Agreement.

### **XXI. Supplemental Compensation (Benefits)**

1. Hospital/Medical Insurance

The town shall pay 85% of the premium for the Blue Cross/Blue shield coverage "JW Managed Care (MC)



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Preferred Provider (PD)” with a one million dollar Major Medical, individual, two-person, or family plan, for each member of the bargaining unit who subscribes to such coverage.

The town will provide a “Section 125 account,” in accordance with Internal Revenue Service regulations to allow voluntary pre-tax deductions of employee contributions to health insurance benefits.

The Town shall provide an HMO option, as provided currently by Matthew Thornton Health Care, whereby unit employees may elect such coverage in lieu of that provided under section 22.1 above. The dollar amount paid by the town needed to purchase 85% of the “JW Managed Care Preferred Provider”, individual, two-person, or family plan, shall be applied to purchase the Matthew Thornton HMO plan for the employee, with the employee paying the amount remaining after the Town’s contribution. At no time, however shall the Town’s contribution exceed 100% of the Matthew Thornton HMO plan. After the expiration of the current contract, the Town shall not deduct any increase in the premium payment beyond the deduction permitted herein until a successor agreement is executed.

Example:

2009 Rate for JW Plan

Family: \$24,092  
2-Person: \$17,846  
Single: \$8,923

2009 Rate for MTB

Family: **\$20,159**  
2-Person: **\$14,932**  
Single: **\$7,466**

Town Contribution for JW Plan:

85% x \$24,092 = **\$20,478**  
85% x \$17,846 = **\$15,169**  
85% x \$8,923 = **\$7,584**

Employee Total Cost for MTB Plan:

Family: No Cost  
2-Person: No Cost  
Single: No Cost

Employees who would otherwise be eligible for Town Hospital/Medical Coverage, who elect Health Insurance Coverage under their spouse’s plan, or another comparable insurance plan, will be eligible for compensation in lieu of the Town’s Health Insurance Plan. Eligible employees will be compensated one thousand dollars (\$1000) per year for waiver of the benefit. Compensation will be made on a monthly basis.

In the event a successor agreement is not reached prior to the expiration of this agreement, employee cost share will remain at the March 31, 2010 rate.

2. Life Insurance

The Town agrees to provide Life Insurance coverage for each eligible (as defined in Article XX Sec. 1) employee in the unit in the amount of fifty thousand dollars (\$50,000.00) with said coverage being reduced at age 65 by 35% and by age 70 by 50%. The Town also agrees to provide Accidental Death and Dismemberment coverage in the same amount as provided by the NHMA Health Trust.

3. Dental Insurance

The Town agrees to provide a 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.



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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.

Management agrees to investigate the feasibility of the establishment of a self insured program where the per-person benefits are appropriately increased. The program shall not be effective until approved and ratified by the Union.

4. Earned Time

Earned time is an alternative approach to the traditional manner of covering absence for vacation, personal time, sick leave, and military leave. Instead of dividing benefits into a specific number of hours for each benefit, Earned Time puts those hours together into a single benefit. Earned Time hours can be used for a variety of purposes, including a' 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 hours 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 30 hours per week are covered by Earned Time. The accrual rates are as follows:

<u>Years of Service</u>	<u>Accrual Per Month</u>	<u>Hours Per Year</u>
0 thru 5	16hours	192
6 thru 10	19.33hours	232
After 10	24 hours	288

Employees hired after April 1, 2009 who are employed in a permanent position of at least 30 hours per week will have the following earned time accrual rates;

<u>Years of Service</u>	<u>Accrual Per Month</u>	<u>Hours Per Year</u>
0 to 5	11.33	136
6 to 10	14.00	168
After 10	24.00	288

- 2. For purposes of this policy, years of service will be calculated in a manner identical to that used for purposes of Department Seniority (Article XV). 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 purposes 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 Time 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 Time may be used in units of one or more hours.

Members of the bargaining unit may voluntarily donate any amount of their accrued Earned Time balance to any other Earned Time participants who are absent greater than forty (40) hours due to injury or illness and who have reduced to zero their balances of Earned Time. Such donations may only cover the length of the absence due to the illness or injury.

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

<u>Years of Service</u>	<u>Minimum Usage Per Year*</u>
0 thru 5 years	96 hours
6 thru 10 years	116 hours
After 10 years	144 hours

For Employees hired after April 1, 2009 who are employed in a permanent position of at least 30 hours per week.

<u>Years of Service</u>	<u>Minimum Usage Per Year*</u>
0 thru 5 years	68 hours
6 thru 10 years	84 hours
After 10 years	144 hours

Computation of minimum usage will occur as of June 30th of each year.

Employees with less than six months of service are exempt from minimum usage requirements. Employees with more than six months of service, but less than one year of service as of June 30th will have their minimum usage pro-rated.

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

Earned Time 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 required usage as indicated above.

Earned Time converted into the sick leave pool does not count towards minimum usages.

Earned Time benefits accrue only during the initial 3 weeks of sick leave pool usage. Each separate use of the sick leave pool, however, provides for this continuing ability.

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 Hours, employees convert Earned Hours 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.
2. Pool Hours are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.
  - a) Use of Pool Hours may begin on the sixth consecutive work day of absence due to illness, injury or other disability.
  - b) A physician’s report must accompany the request to use Pool hours.
  - c) It is not necessary to use up all Earned Time before using Pool Time.
  - d) The employee may continue using Pool Time until his/her Pool is exhausted, or until no longer disabled.
  - e) Periodic doctor’s reports may be required.
  - f) The maximum Pool accrual is 1,200 hours (i.e., the maximum conversion of Earned Time is 400 hours, which would convert to 1,200 Pool Hours). If Pool Hours are used, or if an employee wishes to add to his/her Pool Hours, more Earned Hours may be added each July (to a total of 1,200). Earned Time Hours may not be converted to Pool Hours at any other time.
  - g) An exception to 2 a) above, regarding use of 40 Earned Hours to access the Sick Leave Pool may be granted when:

An employee returns to work after using Sick Leave Pool Time but is disabled again within 10 working days (80 hours or 84 hours for Firefighters) of return.

The disability is from the same cause as the original sick pool usage.



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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 40 hour Earned Time requirement.

D. Termination

Unused Earned Time up to a maximum of eight hundred (800) hours accumulation will be paid at the time of termination or retirement, if the termination occurs, after completion of the employee's probationary period, under normal circumstances and does not involve an Act which demonstrates unfitness for continued employment within the Town, such as theft or immoral conduct. However, since a notice period of 2 weeks is considered to be appropriate and normal for any employee termination, in cases where such notice is not given, a pro-rated payment for Earned Time accrual, based on the notice given, will be made. Exceptions to such notice requirement may be granted by the Board of Selectmen. Employees may leave Earned Time earning intact, pending recall, if the nature of their absence from employment is lay-off.

2. Earned Time is paid at the base pay rate at time of termination.

## **XXII. Worker's Compensation**

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

### XXIII. Holidays

1. Employees, except those on probation, shall be entitled to holidays as follows:

New Year's Day	Presidents' Day
Martin L. King Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Veterans' Day	Day after Thanksgiving
Christmas Day	
2. Employees who are absent without leave on either of their scheduled workdays 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) of absence.
3. Special Cases:

When a holiday falls on the first day of an employee's two consecutive days off, the previous day prior to the 2 consecutive days shall be deemed the holiday. When the holiday falls on the second day of the employee's two consecutive days off, the day following the two consecutive days shall

be deemed the holiday.

Should a holiday fall within a vacation period, it shall not be counted as a part of annual vacation allowance.

4. Holidays are considered as time worked for purposes of computing eligibility for overtime.
5. All full time employees shall be paid straight time for holidays. Calculation of this pay shall be based on an eight (8) hour day for all personnel. All employees who are called in to work on a holiday shall be paid at the rate of time and one half for all hours actually worked beyond the callback minimum previously described. Hours or portions of hours actually worked by all full time employees on Christmas Day shall be paid at 2 X hourly base rate.

#### **XXIV. Leave of Absence 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.

2. Extended Leaves of Absence (Family Leave Act)
  - a. Employees are allowed up to twelve (12) weeks of leave without pay, in each twelve (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, (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) 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.
  - 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 uactiveR 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.

### **XXV. Safety Committee**

- 1. The Union and the Town of Pelham, effective on the signing of this Agreement, shall form a Safety Committee. The Committee shall be comprised of two (2) members selected by the Union and two (2) members selected by the Town. The Committee shall select its own Chairman.
- 2. The Committee will meet as the need arises. An agenda for such meetings shall be exchanged no less than seventy two (72) hours prior to any meeting.
- 3. The Safety Committee is advising to the Pelham Board of Selectmen. Any recommendations from the committee shall be directed to the Board through the Town Administrator.

### **XXVI. Bereavement Leave**

- 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, mother-in-law, father-in-law, or other relatives living in the same household as the employee.
- 2. In the event of death of a person not specified in Section 1 above, but who is related to the employee either by blood or marriage, excluding cousins, the employee shall be granted one (1) day of leave on the date of the funeral.
- 3. Additional days may be requested of the Town Administrator which may be granted at his/her discretion.

### **XXVII. Jury Duty**

The Town shall pay an employee called for Jury Duty the difference between his regular pay and his



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juror's pay upon presentation of an official statement of jury pay received. Employees excused from jury duty must report back to work during their normal work hours.

## **XXVIII. Miscellaneous**

1. Intra-unit Relations  
Since it is to the benefit of all that harmonious fraternal relations prevail in the Town, any disputes which may arise between and among members of the unit and which have major consequences on their performances shall at the Board of Selectmen's discretion be referred to the bargaining agent for mediation and resolution.
  
2. Bulletin Boards  
The Town shall provide space on bulletin boards for the posting of notices of the Union addressed to the members. The departments shall locate their bulletin boards at convenient places within the departments, including at the transfer station. No Union notice shall be posted except on such boards and no notice shall be posted until it has been signed either by the President or Secretary of the Union with the approval of the department head or his/her designated representative.
  
3. Certifications and Licenses.  
Subsequent to the adoption of this CBA, fees and costs for procuring and renewing certifications and licenses that employees are required by the Town to obtain and maintain shall be paid by the Town, except when such certifications and licenses are required to be possessed by the employees as a condition of employment (hiring). This policy does not apply to certifications and licenses mandated by state or federal law or regulation. (Note: This paragraph may be further modified by mutual agreement prior to signing.)

## **XXIX . Promotions and Transfers and Postings**

1. Jobs to be filled through promotion shall be posted for a period of five (5) working days on the Town bulletin boards in the area within which the vacancy occurs.  
  
Management shall make a determination regarding the filling of such posted positions no later than forty-five (45) working days after the close of the posting period.
  
2. Vacancies in management positions which are excluded from the bargaining unit shall be posted on the departmental bulletin boards.
  
3. Job posting shall include job specification, rate of pay, job location, the shift, and also, if the job is permanent, a permanent rating.
  
4. An employee who meets the minimum qualifications and is promoted to a higher level position shall be placed in a probationary status not to exceed six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner.

5. A promotion is defined as a personnel action that moves an employee to a higher labor grade with a new position title. Promotions shall result in a pay increase of not less than five percent (5%) when placement on the new labor grade is completed.
6. Employees who temporarily assume the duties of acting department head for a period of more than twenty-one consecutive days shall receive a salary/wage "plus rate" of an additional five percent (5%) for the period served as acting department head, retroactive to the date of assumption of the duties.
7. All new and vacant positions shall be posted for 5 days on Town Bulletin Boards before a hiring decision(s) is (are) made.

### **XXX. Contracting and Subcontracting Out**

1. The Town recognizes the concern of the Union in regard to contracting and subcontracting out work which results in a reduction of the work force.
2. If the Town or Department of the Town covered by this Agreement changes its methods of operation which involves contracting out work which is now being performed by bargaining unit employees, the Town and/or department will give notice to the Union of its intention. Furthermore, the Town will attempt to absorb affected employees into other Town positions. In those cases where employees are absorbed into other Town positions, the Town and/or department will provide as much advance notice of pending layoffs as reasonably possible.

### **XXXI. Uniforms and Safety Shoes**

1. All employees of the Transfer Station, Highway, Cemetery Workers and Building and Grounds (Custodial) Departments shall be furnished with uniforms (7 shirts and 7 pants) which are to be supplied entirely by the Town of Pelham, including cleaning. Upon hiring, an initial issue of the following items shall be provided by the Town:
  - I heavy winter coat
  - I light jacket
  - 2 one-piece coveralls (1 summer, 1 winter) 5 T-shirts
  - I pair work boots
2. Each employee of the Transfer Station, Highway Workers, Cemetery Workers and Custodial: Workers, effective July 1, 2005, the Town will pay four hundred fifty dollars (\$450~00) to each covered employee a payment to an annual clothing and boot maintenance allowance. Employees shall maintain the Town's initial issue of clothing in a serviceable and presentable condition. New hires receiving the initial clothing issue shall not receive the clothing maintenance allowance in the year of initial issue.
3. Secretaries in the Police Department who are required to wear uniforms shall be provided them at the town's expense. The initial issue for new hires shall consist of the clothing currently defined in the November 4, 1999 Police Department uniform policy.



## **XXXII. Tuition Assistance.**

### 1. Funding.

Employees subject to this agreement may request their department heads to include in their annual budget requests 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 to the Town Administrator for the bargaining unit shall not exceed three thousand dollars (\$3,000.00) for the budget year.

### 2. Application.

- a. All requests for tuition assistance for the coming budget year must be submitted to the department head by June 30 of each year. The department heads shall forward the applications with recommendations to the Town Administrator, who shall be the sole determiner of which applicants are to be included in that year's \$3,000.00 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 can not 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.

### 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 department head who will authorize reimbursement of one half (50%) of the tuition paid for that course. Costs of books and other fees are not covered by this program.

## **XXXIII. Separability**

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.

## **XXXIV. Effect of Agreement**

1. This instrument constitutes the entire Agreement of the Town and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been

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reduced in writing and signed by the parties.

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

### XXXV. Duration of Agreement

- 1. This Agreement shall be in full force and effect from and after date of signing and shall expire on March 31, 2010.
- 2. If the Board of Selectmen or the Union fails to act with respect to this 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 Union:

Bryan Lamonde  
Chief Negotiator

Frank [Signature]  
Chapter Chair

Pop [Signature]  
Negotiating Committee

[Signature]  
Negotiating Committee

For the Town of Pelham:

[Signature]  
Town Administrator

[Signature]  
Selectman

Douglas E. Vigin  
Selectman

[Signature]  
Selectman

[Signature]  
Selectman

[Signature]  
Selectman

Date: June 12, 2009

Date: June 2, 2009

APPENDIX A: SUPPORT STAFF EFFECTIVE APRIL 1, 2009											
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>Grade 1</b> Not Used	Hourly	\$10,627	\$10,929	\$11,205	\$11,482	\$11,769	\$12,063	\$12,365	\$12,674	\$12,991	\$13,316
	Weekly	\$426.51	\$437.17	\$448.10	\$459.30	\$470.79	\$482.56	\$494.62	\$506.99	\$519.66	\$532.65
	Annual	\$22,178.47	\$22,732.93	\$23,301.25	\$23,883.78	\$24,480.88	\$25,092.90	\$25,720.22	\$26,363.23	\$27,022.31	\$27,697.86
<b>Grade 2</b> Not Used	Hourly	\$11,205	\$11,482	\$11,769	\$12,063	\$12,365	\$12,674	\$12,991	\$13,316	\$13,649	\$13,990
	Weekly	\$448.10	\$459.30	\$470.79	\$482.56	\$494.62	\$506.99	\$519.66	\$532.65	\$545.97	\$559.62
	Annual	\$23,301.25	\$23,883.78	\$24,480.88	\$25,092.90	\$25,720.22	\$26,363.23	\$27,022.31	\$27,697.86	\$28,390.31	\$29,100.07
<b>Grade 3</b> Not Used	Hourly	\$11,769	\$12,063	\$12,365	\$12,674	\$12,991	\$13,316	\$13,649	\$13,990	\$14,340	\$14,698
	Weekly	\$470.79	\$482.56	\$494.62	\$506.99	\$519.66	\$532.65	\$545.97	\$559.62	\$573.61	\$587.95
	Annual	\$24,480.88	\$25,092.90	\$25,720.22	\$26,363.23	\$27,022.31	\$27,697.86	\$28,390.31	\$29,100.07	\$29,827.57	\$30,573.26
<b>Grade 4</b> Clerk Typist I Studio Product. Asst.	Hourly	\$12,365	\$12,674	\$12,991	\$13,316	\$13,649	\$13,990	\$14,340	\$14,698	\$15,066	\$15,442
	Weekly	\$494.62	\$506.99	\$519.66	\$532.65	\$545.97	\$559.62	\$573.61	\$587.95	\$602.65	\$617.71
	Annual	\$25,720.22	\$26,363.23	\$27,022.31	\$27,697.86	\$28,390.31	\$29,100.07	\$29,827.57	\$30,573.26	\$31,337.59	\$32,121.03
<b>Grade 5</b> Planning Clerk	Hourly	\$12,991	\$13,316	\$13,649	\$13,990	\$14,340	\$14,698	\$15,066	\$15,442	\$15,828	\$16,224
	Weekly	\$519.66	\$532.65	\$545.97	\$559.62	\$573.61	\$587.95	\$602.65	\$617.71	\$633.15	\$648.98
	Annual	\$27,022.31	\$27,697.86	\$28,390.31	\$29,100.07	\$29,827.57	\$30,573.26	\$31,337.59	\$32,121.03	\$32,924.06	\$33,747.16
<b>Grade 6</b> Custodian Clerk Typist II AR/Data Entry Clk Assessor's Asst.	Hourly	\$13,649	\$13,990	\$14,340	\$14,698	\$15,066	\$15,442	\$15,828	\$16,224	\$16,630	\$17,046
	Weekly	\$545.97	\$559.62	\$573.61	\$587.95	\$602.65	\$617.71	\$633.15	\$648.98	\$665.21	\$681.84
	Annual	\$28,390.31	\$29,100.07	\$29,827.57	\$30,573.26	\$31,337.59	\$32,121.03	\$32,924.06	\$33,747.16	\$34,590.84	\$35,455.61
<b>Grade 7</b> Code Admin. Asst. Laborer	Hourly	\$14,340	\$14,698	\$15,066	\$15,442	\$15,828	\$16,224	\$16,630	\$17,046	\$17,471	\$17,909
	Weekly	\$573.61	\$587.95	\$602.65	\$617.71	\$633.15	\$648.98	\$665.21	\$681.84	\$698.88	\$716.36
	Annual	\$29,827.57	\$30,573.26	\$31,337.59	\$32,121.03	\$32,924.06	\$33,747.16	\$34,590.84	\$35,455.61	\$36,342.00	\$37,250.55
<b>Grade 8</b> Transfer Station Op.	Hourly	\$15,066	\$15,442	\$15,828	\$16,224	\$16,630	\$17,046	\$17,471	\$17,909	\$18,356	\$18,816
	Weekly	\$602.65	\$617.71	\$633.15	\$648.98	\$665.21	\$681.84	\$698.88	\$716.36	\$734.27	\$752.62
	Annual	\$31,337.59	\$32,121.03	\$32,924.06	\$33,747.16	\$34,590.84	\$35,455.61	\$36,342.00	\$37,250.55	\$38,181.81	\$39,136.36



	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>Grade 9</b>										
Bookkeeper	Hourly	\$16,224.6	\$16,630.2	\$17,046.0	\$17,472.1	\$17,908.9	\$18,356.6	\$18,815.6	\$19,285.9	\$19,768.1
Planning Asst.	Weekly	\$648.98	\$665.21	\$681.84	\$698.88	\$716.36	\$734.27	\$752.62	\$771.44	\$790.72
Deputy TC/TC	Annual	\$32,924.06	\$34,590.84	\$35,455.61	\$36,342.00	\$37,250.55	\$38,181.81	\$39,136.36	\$40,114.77	\$41,117.63
Secretary										
Equipment Oper. I										
Cemetery Caretaker										
<b>Grade 10</b>										
Town Accountant	Hourly	\$17,046.0	\$17,472.1	\$17,908.9	\$18,356.6	\$18,815.6	\$19,285.9	\$19,768.1	\$20,262.3	\$20,768.9
	Weekly	\$681.84	\$698.88	\$716.36	\$734.27	\$752.62	\$771.44	\$790.72	\$810.49	\$830.75
	Annual	\$34,590.84	\$35,455.61	\$36,342.00	\$37,250.55	\$38,181.81	\$39,136.36	\$40,114.77	\$41,117.63	\$42,145.58
<b>Grade 11</b>										
Office Manager	Hourly	\$17,472.1	\$17,908.9	\$18,356.6	\$18,815.6	\$19,285.9	\$19,768.1	\$20,262.3	\$21,288.1	\$21,820.3
Equipment Oper II	Weekly	\$698.88	\$716.36	\$734.27	\$752.62	\$771.44	\$790.72	\$810.49	\$830.75	\$851.52
	Annual	\$36,342.00	\$37,250.55	\$38,181.81	\$39,136.36	\$40,114.77	\$41,117.63	\$42,145.58	\$43,199.21	\$44,279.20
<b>Grade 12</b>										
Foreman	Hourly	\$18,356.6	\$18,815.6	\$19,285.9	\$19,768.1	\$20,262.3	\$21,288.1	\$21,820.3	\$22,365.8	\$22,924.9
	Weekly	\$734.27	\$752.62	\$771.44	\$790.72	\$810.49	\$830.75	\$851.52	\$872.81	\$894.63
	Annual	\$38,181.81	\$39,136.36	\$40,114.77	\$41,117.63	\$42,145.58	\$43,199.21	\$44,279.20	\$45,386.18	\$46,520.83
<b>Grade 13</b>										
Not Used	Hourly	\$19,285.9	\$19,768.1	\$20,262.3	\$21,288.1	\$21,820.3	\$22,365.8	\$22,924.9	\$23,498.1	\$24,085.5
	Weekly	\$771.44	\$790.72	\$810.49	\$830.75	\$851.52	\$872.81	\$894.63	\$917.00	\$939.92
	Annual	\$40,114.77	\$41,117.63	\$42,145.58	\$43,199.21	\$44,279.20	\$45,386.18	\$46,520.83	\$47,683.85	\$48,875.95
<b>Grade 14</b>										
Not Used	Hourly	\$20,262.3	\$20,768.9	\$21,288.1	\$21,820.3	\$22,365.8	\$23,498.1	\$24,085.5	\$24,687.6	\$25,304.8
	Weekly	\$810.49	\$830.75	\$851.52	\$872.81	\$894.63	\$917.00	\$939.92	\$963.42	\$987.51
	Annual	\$42,145.58	\$43,199.21	\$44,279.20	\$45,386.18	\$46,520.83	\$47,683.85	\$48,875.95	\$50,097.85	\$51,350.29
<b>Grade 15</b>										
Not Used	Hourly	\$21,288.1	\$21,820.3	\$22,365.8	\$23,498.1	\$24,085.5	\$24,687.6	\$25,304.8	\$25,937.5	\$26,585.9
	Weekly	\$851.52	\$872.81	\$894.63	\$917.00	\$939.92	\$963.42	\$987.51	\$1,037.50	\$1,063.44
	Annual	\$44,279.20	\$45,386.18	\$46,520.83	\$47,683.85	\$48,875.95	\$50,097.85	\$51,350.29	\$52,634.05	\$53,949.90