CONTRACT

Between the

TOWN OF PITTSFIELD

And the

PITTSFIELD TOWN EMPLOYEES
AFT-NH Local #6214, AFT, AFL-CIO

January 1, 2011 – December 31, 2013

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PREAMBLE

Section 1. Parties to Agreement. This Agreement is entered into by and between the Town of Pittsfield, New Hampshire hereinafter referred to as the **"Town"** and the Pittsfield Town Employees, AFT-NH, AFT, AFL-CIO, Local # 6214, hereinafter referred to as the **"Union"**.

Section 2. Purpose. This Agreement has at its purpose the promotion, achievement and maintenance of harmonious relations between the **Town** and the **Union**: to provide for the equitable and peaceful adjustment of differences that may arise; and the setting forth of the terms of employment as provided by the New Hampshire Revised Statutes Annotated, Chapter 273-A.

RECOGNITION

The **Town** recognizes the **Union** as the sole and exclusive bargaining agent, for all full-time and part-time Employees in the following classifications as certified by the PELRB in Case No. M-0794, dated October 25, 2002, for the purposes of establishing wages, hours of work, and other conditions of employment that can be agreed to by the **Town** and the **Union** for the benefit of the Employees comprising the Collective Bargaining Unit recognized herein.

> **Bargaining Unit:** Administrative Assistant, Office Assistant(s), Building Inspector, Welfare Director, Ambulance Director, Assistant Ambulance Director, Paramedic(s), Emergency Medical Technician(s) Intermediate, Emergency Medical Technician(s), Superintendent of Public Works, Assistant Superintendent of Public Works, Public Works Equipment Operator(s), Public Works Department Laborer(s), Public Works Light Equipment Operator(s), Waste Water Facility Superintendent, Waste Water Facility Chief Operator, Waste Water Operator, Chief of Police, Police Lieutenant, and Police Sergeant(s).
>
> **Excluded from this Agreement are the positions of:** Town Administrator, Police Officers (full-time and part-time), Police Corporal, Police Administrative Assistant/Dispatcher, Animal Control Officer.

The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that those classifications or job titles will continue to be utilized by the **Town** in the exercise of its sole responsibility and discretion to change titles, create or discontinue positions or to fund or not to fund appropriations for the employment or retention of individuals or their positions.

ARTICLE 1
NOTICES TO PARTIES

Section 1. Written Communications. For the purposes of this Agreement, all written correspondence and communications shall be addressed to:

FOR THE TOWN:
Town Administrator
Town Hall, 85 Main Street
P O Box 98
Pittsfield, NH 03263-0098

FOR THE UNION:
The President
Pittsfield Town Employees
AFT-NH, AFT, AFL-CIO, Local #6214
Town Hall, 85 Main Street
P O Box 98
Pittsfield, NH 03263-0098

Section 2. Proper Notification. All written notice to the **Town** or the **Union,** respectfully, will be deemed to have been properly given if delivered to the Town Administrator or the President of the Pittsfield Town Employees Union.

Section 3. Change of Address. Either party by written notice to the other may change the address at which future written notices to it shall be given

Section 4. Union Officers. The names of Employees selected, as officers of the **Union** shall be certified in writing to the **Town** by the **Union** within a reasonable period of time following an election or appointment of such officers.

ARTICLE 2
UNION RIGHTS

The rights of the Employees in the collective bargaining unit and the **Union** association hereunder are those set forth in this Agreement and in New Hampshire Revised Statutes Annotated, Chapter 273-A.

ARTICLE 3
MANAGEMENT RIGHTS

The **Town** hereby retains and reserves to itself, all powers, right, authority, duties and responsibilities conferred upon and vested in it by the Constitution, laws and regulations of the State of New Hampshire and the United States. Further, all rights which ordinarily vest in and are exercised by public employers remain vested in the **Town** unless otherwise modified by this Agreement. The **Town** retains the right to justly exercise managerial policy within its exclusive prerogative to manage its affairs efficiently and economically including, but not limited to, the use of technology, organizational structure, selection, assignment, number, direction and discipline of its personnel. Further the **Town** retains the right to adopt, change, enforce or discontinue any rules, regulations, procedures, policies, ordinances and laws not in direct conflict with any provision of this Agreement, or existing applicable statutory laws as delineated under the New Hampshire

Revised Statutes Annotated or the United States Code, so as to continue public control of the Departments, Boards, Commissions, Committees, Agencies and Employees of the Town of Pittsfield. Effective December 31, 2013, the Town of Pittsfield shall have the authority to retain an outside firm, company, and/or agency to perform the function of the operation of the wastewater treatment and collection system, and the operation of a water treatment and distribution system. The town will assure that any employee of the above-described functions will be an employee of the contracted company for a minimum of two years.

ARTICLE 4
PROHIBITED PRACTICES

Section 1. Intent. The **Union** and the **Town** set forth herein their intention to manage their affairs during the term of the Agreement in a manner reflecting mutual "good faith".

Section 2. Town Prohibitions. The **Town** agrees during the term of this Agreement not:

A. To restrain, coerce or otherwise interfere with its Employees in the exercise of the rights conferred by New Hampshire Revised Statutes Annotated Chapter 274-A.

B. To dominate or to interfere in the formation or administration of the **Union**;

C. To discriminate in hiring or tenure, or the terms and conditions of employment of its Employees for the purpose of encouraging or discouraging membership in the **Union**;

D. To discharge or otherwise unjustly discriminate against any Employee because he filed a complaint, affidavit, or petition, or given information or testimony under New Hampshire Revised Statutes Annotated Chapter 273-A or Chapter 275-E;

E. To refuse to negotiate in good faith with the exclusive representative of the bargaining unit, including the failure to submit to the voters of the Town of Pittsfield at Town Meeting any cost item agreed upon in negotiations;

F. To fail to comply with New Hampshire Revised Statutes Annotated Chapter 273-A or any rule adopted thereunder;

G. To breach this collective bargaining Agreement.

Section 3. Union Prohibitions. The **Union** agrees during the term of this Agreement not:

A. To restrain, coerce or otherwise interfere with public Employees in the exercise of their rights under New Hampshire Revised Statutes Annotated Chapter 273-A.

B. To restrain, coerce or otherwise interfere with the **Town** in selection of agents to represent it in collective bargaining negotiations or the settlement of grievances;

C. To cause or attempt to cause the **Town** to discriminate against any Employee in violation of New Hampshire Revised Statutes Annotated Chapter 273-A:5, 1 [c], or to discriminate against any Employee whose membership in the **Union** has been denied or terminated for reasons other than to pay membership dues;

D. To breach this collective bargaining Agreement;

E. To restrain, coerce or otherwise interfere with any Employee from carrying out their duties involving the enforcement of any provisions of this Agreement;

F. To refuse to negotiate in good faith with the **Town**.

ARTICLE 5
NO JOB ACTIONS

Section 1. No Employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out, or slowdown or any job action or activity which interferes with the normal or emergency operations of the Town or the withholding of services to the Town of Pittsfield.

Section 2. The **Union** agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, encourage, participate in, sanction or ratify any activity referred to in Article 5, Section 1, above.

Section 3. In the event of a work stoppage, picketing, strike, sick-in, sick-out, slowdown, or any other job action, or activity which interferes with the normal or emergency operations of the **Town** or the withholding of services, or any other curtailment by the **Union** or the Employees covered by this Agreement that any Employee(s) participating in the same shall be immediately terminated from employment and such termination shall not be subject to any grievance procedure, arbitration, negotiation, fact finding or mediation.

Section 4. In no event will the **Town** conduct a lockout.

ARTICLE 6
EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the **Town** and the **Union** to employ, retain, promote, terminate and otherwise treat any and all Employees and job applicants on the basis of merit, qualifications, and competence. This policy shall be applied throughout this Agreement without regard to any individual's gender, sexual orientation, race, religion, national origin, pregnancy, age, martial status, or mental or physical handicap or status as a veteran, except when such application is otherwise required for bonafide reasons under the law.

ARTICLE 7
NON-DISCRIMINATION

The **Town** and the **Union** are opposed to unlawful discrimination or harassment against any applicant for employment or Employee by virtue of the person's race, color, national origin, gender, sexual orientation, age, religion, physical or mental disability, martial status, or status as a veteran, except as any of these factors are bonafide occupational qualifications, and will not condone such misconduct by an Employee for the **Town** and may be cause for dismissal. All Town Employees are public Employees and should enjoy a non-hostile, non-intimidating, and non-offensive work environment free from any form of unlawful discrimination or harassment.

ARTICLE 8
DUES DEDUCTION

Section 1. Authorization. Upon receipt of assigned voluntary individually written authorization by a **Union** member covered by this Agreement and approved by the authorized officer of the **Union** the **Town** agrees to make a payroll deduction from the employee's wages, once a week. The deduction shall in an amount equal to the regular **Union** dues as certified to be current by the Treasurer of the **Union**. Authorization for such payroll deductions shall be in a form satisfactory to the **Town** and the **Union.** The **Union** shall provide the **Town** at least a 30 day advanced notice in writing of changes in the amount of dues deduction. An Employee desiring to terminate dues deductions shall be permitted to do so by providing written notification to the **Union** President between August 1st and August 15th.

Section 2. Remittance. Payroll deductions shall be remitted by the **Town** to the Treasurer of the **Union** once each month.

Section 3. Indemnification. The **Union** shall save the **Town** harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken or not taken by the **Town** in reliance upon signed authorization furnished to the **Town** by the **Union** or an Employee or for the purpose of complying with any of the provisions of this Article.

Section 4. Agency Dues. An employee who elects not to pay Union dues shall pay an agency fee for services rendered by the Union in an amount established by the Union consistent with law. Said authorization form for fees shall be due within thirty days from the date of employment. The Town agrees to collect agency fees in the same method and manner as the collection of Union dues.

ARTICLE 9
WORK RULES

The **Town** shall have the power to prepare, issue and enforce ordinances, rules and regulations, orders (general and special, written and oral), Standard Operating Procedures (SOP's), and safety rules and regulations that are necessary for the safe, orderly, cost effective, and efficient operation of the **Town** and its various Departments and which are not inconsistent with this Agreement. Copies of all such materials shall be posted in all

Departments to which they relate at least 10 calendar days before they become effective except in the case of Ordinances that become upon passage that shall be posted within forty-eight hours of enactment. The **Union** shall be provided copies of all such materials.

ARTICLE 10
DISCIPLINARY PROCEDURES

All discipline shall be for cause and shall be appropriate to the infraction for which the disciplinary action is being taken.

Except for gross misconduct, disciplinary action will normally be taken in the following order:

[a]. Verbal Warning *(documented in writing)*
[b]. Written Warning
[c]. Suspension Without Pay
[d]. Discharge

However, the sequence need not be followed if the cause of an infraction is sufficiently serious to merit an exception. Additionally the **Town** reserves the right to take disciplinary action in a manner consistent with the efficiency of operations and appropriate to the infraction involved.

All written warnings, suspensions, and discharge notices shall be in written form and shall be signed by the Employee as an acknowledgement of receipt of the action taken. An Employee shall be tendered a copy of any warning, reprimand, suspension or discharge entered on his personnel record, within three (3) working days of the action taken.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1. Grievance Defined. A grievance is defined as a dispute between the parties as to the interpretation, application or an alleged violation of the Agreement. It is mutually agreed that grievances shall only be allowed on items in this contract during the life of this Agreement and shall be settled in accordance with the procedures herein provided.

Section 2. Grievance Procedure.

First Step – Grievances must be taken up promptly, no grievance will be considered or discussed which is presented later than ten (10) calendar days after the Employee **knew** or should have known of the occurrence of the event giving rise to the grievance. Should any grievance arise, there should be an earnest effort on the part of the parties to settle such grievance. The Employee shall informally and verbally bring the grievance to the attention of his supervisor within ten (10) calendar days of the event-giving rise to the alleged grievance. The immediate supervisor will respond within five (5) calendar days of the informal meeting to the Employee.

Second Step – If the Employee and the **Union** disagrees with the informal decision of the immediate supervisor and the **Union** desires to proceed with the grievance, then within

ten (10) calendar days of when the immediate supervisor's informal decision was rendered or should have been rendered, the **Union** and the grievant shall reduce the grievance to writing and the **Union** shall present the written grievance to the Employees Department Head who shall respond to the grievance in writing within ten (10) calendar days of the presentation of the grievance. If the immediate supervisor is the Department Head, the grievance shall be submitted to the Board of Selectmen via the Town Administrator in accordance with Step Three as the next step in the grievance procedure.

The written grievance shall contain at least the following information:

A. A complete statement of the grievance and the facts upon which it is based.
B. The Article(s) and Section(s) of the Agreement claimed to have been violated.
C. The remedy or correction requested.
D. The signature of the grievant.
E. The signature of the Union Officer advancing the grievance for the **Union**.

Third Step – If the **Union** is dissatisfied with the decision received under the **Second** Step of this grievance procedure, the **Union** may submit the grievance in writing to the Board of Selectmen via the Town Administrator within ten (10) calendar days of the receipt of the written decision or within ten (10) calendar days of when the decision at Step Two should have been received. The Board of Selectmen shall schedule a hearing, if requested by the Union, within thirty (30) days of receipt of the grievance. The Board of Selectmen shall respond with its decision in writing within fifteen (15) calendar days.

In the case of the suspension or termination of sworn police personnel covered under this Agreement by the Board of Selectmen, the provisions of New Hampshire Revised Statutes Annotated, Chapter 41, Section 48 and Chapter 105 shall govern.

Fourth Step – If the **Union** is dissatisfied with the decision received under the **Third** Step of this grievance procedure, the **Union** may proceed by filing an Unfair Labor Practice Charge in writing to the Public Employees Labor Relations Board (PELRB) within fifteen (15) calendar days of the receipt of the written decision or within fifteen (15) calendar days of when the decision of the Board of Selectmen should have been received. The Public Employees Labor Relations Board (PELRB) shall respond in writing with its decision in accordance with its rules and procedures and such decision shall be final and binding on both the **Town** and the **Union**.

Section 3. Time Limits. The time limits for the processing of grievances may be extended by written consent of both parties. Where the specified time limits have lapsed and no extension has been provided for as specified herein, the grievance shall be considered settled in accordance with the Town's last response.

Section 4. Right of Town. Nothing contained herein shall be construed as limiting the right of the right of the **Town** to use the filing and resolution of a grievance under this Article.

ARTICLE 12
WAGES

Section 1. Wages. All employees identified in the Collective Bargaining Unit recognition clause of this agreement who are employees of the town shall be eligible for wage

adjustments in accordance with the attached step plans. No employee shall be granted a step increase for the duration of this agreement. The wage calculations are separate from this agreement. **Appendix C-1**

The same wage schedule (2010-11) will be in effect from 1/1/11 to the end of the term of this agreement, or until a successor agreement is negotiated.

Section 2. New Hires. A newly hired employee shall not be placed at a step on the wage schedule that is a higher step or rate than a current employee.

Section 3. Length of Service Stipend. All fulltime permanent employees identified in the Collective Bargaining Unit in the recognition clause of this agreement shall be eligible for an annual stipend as described in **Appendix A**. Longevity payments shall be made in the payroll following the employee's anniversary.

Section 4. Bi-weekly Payroll. At the discretion of the town, bi-weekly payroll may be instituted no earlier than on/or about July 1, 2012. (Calendars are attached to the tentative agreement document.) To ease the transition to bi-weekly payroll, the town will provide to individual members of the collective bargaining unit, an option to "buyout" up to 40 hours of vacation time, such vacation time will be paid to the employee the week before bi-weekly payroll is instituted. It will be within the employee's discretion as to whether he, or she, wishes to choose the "buy-out" of vacation hours, up to 40 hours.

ARTICLE 13
HOURS OF WORK

Section 1. General. This Article is intended to define the normal hours of work per day or per week in effect at the time of the acceptance of this Agreement. All full time Employees shall normally be scheduled to work 40 hours per weekly pay period. A pay period being defined as commencing at 12:00 o'clock AM on Sunday and ending at 11:59:59 o'clock PM on the following Saturday. Employees assigned to work from Saturday evening to Sunday morning may have less hours in their normal work week, in one week, and more hours in the following week, all of which shall be paid at the straight time rate established in the Agreement. Nothing contained herein shall be construed as preventing or limiting the Town from restructuring, revising, rescheduling, reassigning, or otherwise changing the work day or work week for the purposes of promoting efficiency and effectiveness, meeting the needs of public safety, promoting the public welfare, limiting costs and expenses, and administering to the needs of the community during periods of public emergency.

Section 2. Hours of Work. The hours of work of the various Departments of the **Town** shall be determined by the Department Head with the approval of the Town Administrator. The normal workday shall be eight (8) hours which shall be interrupted at its mid-point with either a thirty (30) minute or a sixty (60) minute unpaid meal period. The **Union** shall be notified of any changes in the hours of work under this Section.

Section 3. Police Department. The hours of work of the Police Department shall be scheduled by the Chief of Police after approval from the Town Administrator. All eligible Employees under the Police Department will be provided a thirty (30) minute paid meal period during their work shift. Eligibility to be provided such a meal period shall be determined by the Chief of Police. Authorized meal periods shall be taken when work

requirements allow, it being expressly understood that the requirement to maintain public safety, welfare and the Police Department's mission outweigh or cancel the ability at times to exercise this requirement or the requirements for mid-shift rest periods.

Section 4. Ambulance Department. The hours of work of the Ambulance Department shall be scheduled by the Ambulance Director after approval from the Town Administrator. The normal workday may vary from eight (8) hour shifts to sixteen (16) hour shifts and from a forty (40) hour workweek to a forty-eight (48) hour workweek at straight time. All eligible Employees will be provided a thirty (30) minutes paid meal period during the three (3) normal meal times per day depending upon the shift or shifts when the individual Employee is assigned to work. Authorized meal periods shall be taken when work requirements allow, it being expressly understood that the requirement to maintain the public safety, welfare and the Ambulance Department's mission outweigh or cancel the ability to exercise this requirement or the requirement for mid-shift rest periods.

Section 5. Claiming Compensation. Compensation shall not be paid or claimed more than once for the same hours under any provision of this Article or Agreement, by, to or for any Employee.

ARTICLE 14
AMBULANCE DEPARTMENT

Section 1. Department. The Employees of the Ambulance Department, full time or part time, who are paid wages are covered by this Agreement. The Employees of the Department report to the Fire Chief, the Town Administrator and the Board of Selectmen in all areas of responsibility under this Agreement including wages, hours of work and all their conditions of employment.

Section 2. 48-Hour Work Week. The Department may be changed to a forty-eight (48) hour regular workweek after consultation between the Union and the Town. In such case the full time Employees of the Department would be paid for overtime on the basis of all hours worked in excess of forty-eight (48) hours instead of in excess of forty (40) hours worked.

Section 3. Conditions of Employment. The **Town** will not change any of the conditions of employment for the Department contained within this Agreement except as are specifically contained herein.

ARTICLE 15
SUBSTITUTIONS ON WORK SHIFTS BY EMPLOYEES

Section 1. General. Employees recognize their primary employment responsibility to the **Town** of Pittsfield and the requirement that they adhere to established work schedules. However, it is permissible for mutually qualified Employees to substitute for one another subject to the approval of the Department Head and the Town Administrator or his designee as specified and required herein.

A. Requests for substitutions **must** be made by the Employees in writing at least seventy-two (72) hours in advance, except in cases of emergency, and on a form provided by the **Town**.

B. Substitutions for purposes of outside employment or business activities are prohibited.

C. Substitutions shall not result in any additional costs to the **Town**.

D. At no time shall the hours worked by the Employee or the substitute Employee be used in the computation of overtime wages.

Section 2. Indemnification. The **Union** recognizes that the **Town** does not guarantee that an Employee will be repaid for time he has substituted and that it is a personal obligation of the Employees involved. Therefore, the **Union** shall save the **Town** harmless for any actions under this Article.

ARTICLE 16
OVERTIME

Section 1. Overtime. Employees covered under this Agreement shall be paid for overtime work at a rate equal to time and one-half their regular rates of pay for all work in excess of 40 hours per week except for members of the Police Department, Ambulance Department and salaried Employees.

Section 2. Police Department. Police Department Sergeants covered under this Agreement shall be paid for overtime work at a rate equal to time and one-half their regular rates of pay for all work in excess of forty-three (43) hours per week. Other Police Department Employees covered under this Agreement at the time of its approval are salaried Employees and do not receive overtime.

Section 3. Ambulance Department. Ambulance Department EMT's, EMT-I's, Paramedics and the Assistant Director shall be paid for overtime work at a rate equal to time and one-half their regular rates of pay for all work in excess of forty (40) hours per week when these Employees are assigned to a forty (40) hour work week. When Ambulance Department Employees are assigned to a forty-eight (48) hour workweek overtime will be paid after forty-eight (48) hours of work in that workweek. The Ambulance Director is a salaried Employee and does not receive overtime.

Section 4. Salaried Employees. Employees in the positions of Chief of Police, Police Lieutenant, Superintendent of Public Works, Ambulance Director, Superintendent of Waste Water, Building Inspector, Welfare Director and the Administrative Assistant are salaried Employees and do not receive overtime for work in excess of the normal work week Recognizing the professional managerial nature of employees who hold salaried positions, the parties recognize and understand that such employees may be required to work hours in excess of 40 hours per week or days other than Monday through Friday. As such, the parties acknowledge that the employee may work a flexible work schedule in order to perform the duties of the position; such flexible work schedule may include hours in excess of 40 hours for which the employee shall not receive compensation time or overtime but may also include weeks where the employee may work less than 40 hours.

Section 5. Police Paid Details. Police Department Employees, including salaried Employees, shall be paid for police paid details at the rate established by the Board of Selectmen, but not less than $22.00 per hour for all work performed and such payment shall be tendered as a part of the Employees regular weekly payroll following the submission of approved time sheets.

Section 6. Seniority. Overtime shall be offered on a rotating basis by seniority by Department. When the need arises for additional Employees and the Town has exhausted the seniority list within a Department, the **Town** may utilize the general seniority list of employees capable of performing the work or if there are no such Employees the **Town** may hire temporary help that is qualified to perform the work. The determination of who is qualified to perform the work on the general seniority list shall be between the Department Head requesting the work and the Town Administrator.

Section 7. Hours Worked. Employees covered by this agreement shall be paid overtime in excess of hours actually worked in any scheduled workweek (e.g. 40, 43, or 48 hours). However, it is understood that hours actually worked do not include vacations, sick leave or holidays, except for Christmas and New Years Day.

ARTICLE 17
COMPENSATORY TIME

Section 1. As of January 1, 2008 salaried employees will no longer be eligible for compensatory time.

For the purpose of this section "total accumulated compensation time" means the total number of hours of compensation time an employee has earned up to and including December 31, 2007. For those salaried employees who have accumulated compensation time prior to January 1, 2008, the Town shall pay the employee for all accumulated compensation time according to the following schedule: On December 1, 2008, the Town shall pay the employee for 1/3 of the total accumulated compensation time at the rate of pay the employee is earning on December 1, 2008; on December 1, 2009, the Town shall pay the employee for 1/3 of the total accumulated compensation time at the rate of pay the employee is earning on December 1, 2009; and on December 1, 2010, the Town shall pay the employee for 1/3 of the total accumulated compensation time at the rate of pay the employee is earning on December 1, 2010.

ARTICLE 18
ATTENDANCE REQUIRED

All Employees covered by this collective bargaining Agreement are required to be punctual on reporting for their scheduled work shift. Employees are required to be in attendance, in proper dress, prepared to commence work activities at their designated work locations, on their assigned days and before the start of their respective work shift hours. Employees are required to remain at work for the entire work period unless authorized by their Department Head and/or the Town Administrator to leave for an excused absence. Employees found to be late for or absent from scheduled work may receive counseling, be subject to disciplinary measures and or be terminated. Employees

failing to notify their Department Head or the Town Administrator that they will be late or absent from work may be subject to disciplinary action including termination.

ARTICLE 19
VACATIONS WITH PAY

Section 1. Accrual. Employees covered by this Agreement shall be entitled to accumulate vacation time in accordance with the following except that employees shall not be entitled to use annual vacation time for the first year of employment. In the event the employee terminates employment prior to completion of one year of service to the Town, annual leave shall be forfeited and the employee shall receive no compensation for annual leave.

Effective January 1, 2009, employees shall accrue vacation hours in accordance with the following schedule:

Service Period in Years	**Annual Vacation** 40 Hour Workweek
Date of hire up to 1 year of service	3.333 hours per month
After 2 years of service and up to 5 years of service	6.666 hours per month
After 5 years of service and up to 10 years of service	10.000 hours per month
After 10 years of service or more	13.333 hours per month

Service Period in Years	**Annual Vacation** 48 Hour Workweek
Date of hire up to 1 year of service	4.00 hours per month
After 2 years of service and up to 5 years of service	8.00 hours per month
After 5 years of service and up to 10 years of service	12.00 hours per month
After 10 years of service or more	16.00 hours per month

Should an employee leave the employment of the town prior to accruing the entire number of vacation hours advanced to him by the town, the town shall seek to collect the financial value of the hours from the employee. Any such action by the town to collect such monies includes deducting the value of the vacation hours not accrued but used from the employee's check.

Section 2. Accrual, Change Years and Seniority. Vacations shall be granted by the Department Head at such times as, in his opinion, will cause the least interference with the performance of the regular work of the Department, but taking into account the preference of the individual Employee. Employees can accrue and carry forward from vacation year to vacation year a total of 80 hours or two weeks of vacation. Employees hired after September 1st in any year may carry forward the vacation for one year from the original date of hire in years when they have a change in the allotment of vacation which occurs in years 1, 2, 5 and 11. Wages shall not be paid in lieu of vacations except in cases of emergency and then only with the prior written approval of the Board of Selectmen. If a holiday falls within the vacation period of any Employee, he shall be granted an additional day of vacation.

Section 3. Application for Use. In the event that more Employees apply for paid vacation than can be spared from the work schedule at a given time, seniority will be the basis for determining the granting of approved vacation leave and a week vacation request shall have priority over less than a week request.

Section 4. Vacation Pay and Advances. Vacation pay shall be the Employee's regular straight time hourly rate of pay in effect for the Employee's regular job at the time the vacation is being taken. Employee's who desire to receive their vacation payroll check in advance shall submit a written request to the Financial Management Department at least two (2) weeks in advance of the payroll payment date on which such advance payment is desired.

Section 5. Termination, End of Employment. If the employment of a person who has become entitled to an annual vacation hereunder but has not taken it, is terminated by resignation, written notice of which is received by the Board of Selectmen at least two weeks prior thereto; by retirement or death; the Employee shall be paid any unused vacation to which the Employee is entitled in that vacation year. In exceptional cases where circumstances prevent the giving of two weeks notice, excluding cases where the Employee resigns to accept other employment, the two-week notice period requirement may be waived and the vacation pay may be allowed by the Board of Selectmen. If the termination of employment shall be caused by death of an Employee entitled to vacation benefits, the benefits shall be paid to the person or persons to whom unpaid wages are payable under law.

Section 6. Closure of Departments. Nothing contained within the Agreement shall restrict the **Town** from closing a Department for a one-week period for the purpose of having Employees utilize their vacation provided that all of the Employees of the Department agree in writing with the closure thereof.

Section 7. Loss of Vacation. Employees who fail to utilize their vacation within a vacation year and who have reached the maximum accrual or carry forward of vacation shall loose the unused vacation in excess of the accrual on December 31st of any year.

ARTICLE 20
SICK LEAVE

Section 1. Sick Leave. All full-time permanent Employees covered by this Agreement shall in the event of a bonafide personal and non-service connected sickness or injury, for which no compensation is received under Workers' Compensation or other insurance coverage's, shall be eligible for time off with pay in an amount appropriate to the circumstances of each individual case in order that their income may be maintained during such period of bonafide non-service incapacitation. Sick leave may also be utilized for any FMLA eligible leave and it shall be the employee's discretion whether to utilize sick leave or vacation leave and in what order the leave shall be utilized.

Section 2. Earning and Accrual. Sick leave is an emergency fringe benefit to be used only as needed and authorized for use by the Town Administrator and/or Board of Selectmen. All full-time permanent Employees covered by this Agreement shall accrue sick leave at the rate of ten (10) hours for each completed month of full-time service from the date of their probationary employment. Employees fired after the 15th of the month will not accrue sick leave in that month. Sick leave may accrue to a maximum of 240

hours. This accumulation of unused sick leave is intended solely for illness protection and does not constitute an obligation on the part of the **Town** to buy back any unused sick leave at the time of separation, death or retirement from the service of the **Town**. Time lost by reason of unpaid leaves of absence, unpaid family medical leave or time otherwise not worked or paid for, shall not be considered in computing allowances for sick leave.

Section 3. Granting and Use of Sick Leave. Employees shall notify the Department Head or designee on the first day of absence do to non-service connected sickness or injury, stating the nature of the sickness or injury, time expected to be incapacitated, and when they expect to return to work. Such notification shall be made not more than two hours before the start of the Employees work period unless for pre-authorized and planned sick leave, and not less than fifteen (15) minutes after the start of the Employees work period unless exigent circumstances prevent an employee from providing said notification.

Section 4. Rate of Pay. Sick leave shall be paid at the Employee's straight time base rate of pay. An Employee on sick leave shall not receive pay for holidays, vacations or other paid days off which fall during the period of paid sick leave. Employees who are sick the day before or the day after an un-worked holiday shall be charged for sick leave for the holiday and shall not be paid for the holiday.

Section 5. Physician's Note, Examination. A doctor's certificate may be required after the 5th day of absence, unless required earlier. If approved by the Board of Selectmen, the Town Administrator may require the Employee to submit to an independent medical examination at the Town's expense. Failure of the Employee to submit to such examination shall be grounds for dismissal.

ARTICLE 21
HOLIDAYS

Section 1. Holidays. The following official holidays shall be granted with full pay for all permanent full-time Employees covered by this Agreement.

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Floating Holiday
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Employees who are absent for unauthorized reasons on the day preceding or directly following the holiday shall forfeit the pay for the holiday. In the event the holiday falls on a Saturday it shall be observed on the preceding Friday. In the event the holiday falls on a Sunday it shall be observed on the following Monday. For those departments, and respective employees, whose work week normally includes being scheduled to work on Saturdays and/or Sundays, the holidays shall be observed on the day specific.

If an employee, other than a salaried employee, works on a holiday, the employee shall be given an additional day off with pay, or shall receive straight time pay for the holiday,

as determined by the Department Head. Christmas and New Years Day are considered time worked in the computation of other pay and benefits.

Fulltime police personnel, other than salaried positions, will be reimbursed for holiday pay as follows: (a) if an employee does not physically work the holiday, reimbursement shall be based upon 8 hours at straight time for each holiday granted; (b) for the hours physically worked, an employee will be reimbursed at the rate of one and one-half (1½) times the employee's hourly rate, plus the employee shall receive the holiday pay at the computed rate based upon 8 hours at straight time. The only hours which will be compensated at the rate of one and one-half times the employee's hourly rate of pay shall be the hours worked on the holiday, as described in this article, between the hours of 12:00 midnight through 11:59 P.M of the same day.

Fulltime fire and ambulance personnel, other than salaried positions, will be reimbursed for holiday pay as follows: (a) if an employee does not physically work the holiday, reimbursement shall be based upon 9.6 hours at straight time for each holiday granted; (b) for the hours physically worked, an employee will be reimbursed at the rate of one and one-half (1½) times the employee's hourly rate, plus the employee shall receive the holiday pay at the computed rate based upon the 9.6 hours at straight time. The only hours which will be compensated at the rate of one and one-half times the employee's hourly rate of pay shall be the hours worked on the holiday, as described in this article, between the hours of 12:00 midnight through 11:59 P.M of the same day.

ARTICLE 22
BEREAVEMENT

All permanent full-time Employees covered by this Agreement shall, in the event of a death in their immediate family, be granted bereavement leave without loss of pay on the day of the funeral, if it is a scheduled day of work for the Employee, and a maximum of two additional days for the Employee between the day of death and the funeral. Immediate family is defined as spouse, mother, father, sister, brother, son, daughter, stepmother, stepfather, stepdaughter, stepson, mother-in-law, father-in-law, grandmother, grandfather, grandchild.

Special leave on one (1) working day with pay may be granted to an Employee for the purpose of attending the funeral of a sister-in-law or brother-in-law if the funeral takes place on a scheduled working day.

ARTICLE 23
MILITARY LEAVE

Section 1. All permanent full-time Employees covered under this Agreement who are members of the United States Armed Forces Organized Reserves or National Guard shall receive for time spent on military duty their military pay. An Employee must give the **Town** prior written notice of required military duty. Employees giving prior written notice of required military duty will be excused from any scheduled work. Employees failing to provide proper written notice and who fail to report for scheduled work shall be terminated from employment and such termination shall not be the subject of a grievance, arbitration, fact-finding or mediation.

Section 2. Employees on active duty or called to full-time active duty shall, upon reemployment with the Town, count their active duty time toward calculating length of service with the Town for purposes of: longevity, seniority and vacation.

ARTICLE 24
JURY DUTY

All permanent full-time Employees covered under this Agreement who have been Employees for more than one year and are not on probation shall be paid the difference between their regular pay and the compensation they receive from jury duty, provided they report to work on each regularly scheduled working day when excused from such duty. A certificate setting forth the amount received by the Employee from jury duty, exclusive of any transportation, mileage, or overnight accommodations payments or reimbursements shall be required prior to any such payment.

All Employees called to jury duty shall inform the Department Head of such summons to appear for jury duty as soon as possible but not more than one (1) working day following receipt of the summons. Employees summoned to jury duty shall provide a schedule to the Department Head of the days they will be absent due to such jury duty. Employees shall be give advanced notice of those days on which they will be excused from jury duty so that the **Town** will not be required to schedule other Employees to cover the work hours of the excused Employee. Employees failing to provide such advance notice of days on which they are excused from jury duty will not be paid or scheduled for work if another Employee has been scheduled to cover the hours or work for which the Employee failed to give notice of availability from jury duty before the assignment of such additional personnel for coverage of the previously excused Employee's time.

ARTICLE 25
LEAVES OF ABSENCE WITHOUT PAY

Section 1. General. To protect deserving Employees against loss of employment, to the extent it is practical and fair to do so, by granting leaves of absence to Employees identified in the Recognition Clause of this Agreement who have been appointed as full-time permanent Employees of the **Town**, without pay for education, for compelling personal reasons with the approval of the Board of Selectmen, and for military duty in accordance with existing laws. Employees granted leaves in accordance with this Article shall be considered in an inactive employment status and time spent on such leaves shall not be counted as service or time worked for the purposes of determining seniority, vacation, sick leave, or other benefits. **See form in the Appendix of this Agreement.**

Section 2. Applies To. This Article applies to all full-time permanent Employees who have completed one full year of continuous service and are no longer on probation.

Section 3. Application. Employees who are unable to report to work because of military duty or compelling personal reasons, or who wish to attend school, shall submit their completed application for a Leave of Absence on the forms provided by the **Town**.

Section 4. Dates and Reasons. The applicant must specify the dates and times for which the leave is requested and set forth the reasons for the requested leave in detail. In the case of military or educational leave, supporting documents will be required.

Section 5. Substantiation. The Employees Department Head will verify and substantiate the reasons whenever possible, and, after die consideration of the requirements of the Department together with the length of service, attendance, work performance and attitude of the Employee, will forward the request with his recommendations to the Town Administrator for transmittal to the Board of Selectmen for their consideration and approval or denial.

Section 6. Letter of Transmittal. The Department Head in recommending approval or denial of the leave of absence shall do so in a letter of transmittal that will be attached to the application for leave with all supporting documents.

Section 7. Leave Granted as Follows. Leaves of absence may be granted as follows:

A. For up to 2 years following separation from active duty for extended active military service to fulfill military obligations in accordance with appropriate statutes;

B. For up to 17 calendar days for Reserve or National Guard duty;

C. Until the completion of the course of instruction for which the leave was granted but not more than one semester;

D. For up to 30 days for personal compelling reasons.

Section 8. Completion of Form. All applicants for a leave of absence shall complete the form that is a part of this Article. The terms and conditions stated in the application shall be a part of this Article. **See form in the Appendix of this Agreement.**

ARTICLE 26
FAMILY MEDICAL LEAVE

Section 1. General. This Article is intended to define the Family Medical Leave Policy to be administered under this Agreement.

Section 2. Statement of Policy. In accordance with the Family Medical Leave Act, effective August 5, 1993, the **Town** will grant job protection paid and/or unpaid family and medical leave to eligible male and female Employees for up to 12 weeks per 12 month period for any one or more of the following reasons:

A. The birth of a child and in order to care for such child or the placement of a child with the Employee for adoption or foster care (leave for such purpose must be taken within the 12 month period following the child's birth or placement with the Employee}; or

B. In order to care for an immediate family member (spouse, child, or parent) of the Employee if such immediate family member has a serious health condition; or

C. The Employee's own serious health condition that makes the Employee unable to perform the functions of his/her position.

Section 3. Definitions.

A. **"12 Month Period"** – means a 12-month period measured forward from the first date leave is taken.

B. **"Spouse"** – does not include unmarried domestic partners. If both spouses work for the **Town**, their total leave in any 12-month period may be limited to an aggregate of 12 weeks if the leave is for either the birth or placement for adoption or foster care of a child, or to care for a sick parent.

C. **"Child"** – means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An Employee's "child" is one for whom the Employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, or step-child.

Section 4. Intermittent or reduced Leave.

A. An Employee may take leave intermittently (a few days or a few hours at a time} or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the Employee when "medically necessary".

1. **"Medically Necessary "**- means there must be medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

2. The Employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates the recurring period of leave when the leave is planned based on schedule medical treatment.

An Employee may take leave intermittently or on a leave schedule for birth or placement for adoption or foster care of a child.

B. For part-time Employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro-rated basis. A weekly average of the hours worked over the 12 weeks prior to the beginning of the leave should be used to calculate the Employee's normal workweek. Leave for these Employees shall be at no pay.

Section 5. Substitution of Paid Vacation Time and Sick Leave.

A. An Employee will be required to substitute all unused paid vacation and all unused paid sick leave first for family/medical leave taken for a reason prior to any unpaid leave being taken. It shall be at the employee's discretion whether to use sick or vacation leave for any

FMLA authorized leave and the order in which they choose to apply sick or vacation leave

B. When an Employee has used his or her unused paid vacation and unused paid sick leave for a portion of family/medical leave, the Employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 12 weeks.

Section 6. Notice Requirement

A. An Employee is required to give 30 days notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form should be completed by the Employee and returned to the Town Administrator. In unexpected or unforeseen situations, an Employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed "request for Family/Medical Leave" form.

B. **"Serious Health Condition"** – means an illness, injury, impairment, or a physical or mental condition that involves:

1. Inpatient care; or

2. Any period of incapacity requiring absence from work for more than three calendar days and that involves continuing treatment by a health care provider; or

3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or

4. In the case of a serious, long-term or chronic condition or disability that cannot be cured, being under the continuous supervision of, but not necessarily being actively treated by, a health care provider.

Section 7. Coverage and Eligibility

A. To be eligible for family/medical leave an employee must:

1. Work at a work site which has 50 or more employees or within 75 miles of a work site that has 50 or more employees.

2. Have worked for the **Town** of Pittsfield for at least 12 months; and

3. Have worked at least 1250 hours over the previous 12-month period.

B. If an Employee fails to give 30 days notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until 30 days after the Employee provided notice.

Section 8. Medical Certificate

A. For leaves taken because of the Employee's or to cover family member's serious health condition, the Employee must submit a completed "Physician or Practitioners Certificate" form and return the certificate to the Town Administrator. A medical certificate must be provided by the Employee within 15 days after request, or as soon as is reasonably possible.

B. The **Town** may require a second or third opinion (at it's own expense), periodic reports on the Employee's status and intent to return to work, and a fitness-for-duty report on return to work.

C. All documentation related to the Employee's or family members medical condition will be held in strict confidence and maintained in the Employee's medical records file.

Section 9. Effect on Benefits

A. An Employee granted a leave under this policy will continue to be covered under the **Town's** group health insurance plan, life insurance and disability plan, if any under this Agreement, under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.

B. Employees contributions will be required either through payroll deduction or by direct payment to the **Town**. The Employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occur while the Employee is on leave.

C. If an Employee's contribution is more than 10 days late, the **Town** may terminate the Employee's insurance coverage.

D. If the **Town** pays the Employee's contribution(s) missed by the Employee while on leave, the Employee will be required to reimburse the **Town** for delinquent payments (on a payroll deduction schedule) upon return from leave. The Employee will be required to sign a written statement at the beginning of the leave period authorizing payroll deduction for delinquent payments.

E. If the Employee fails to return from family/medical leave for reasons other that (1) the continuation of a serious health condition of the Employee or a covered family member, or (2) circumstances beyond the Employee's control (certificate required within 30 days of failure to return for either reason), the **Town** may seek reimbursement from the Employee for the portion of the premiums paid by the **Town** on

behalf of the Employee (also known as the Employee contribution) during the leave period.

F. An Employee is not entitled to seniority or benefit accrual during the period of unpaid leave, but will not lose anything earned prior to the leave.

Section 10. Job Protection

A. If an Employee returns to work following a family medical leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.

B. The Employee's restoration rights are the same as they would have been had the Employee not been on leave. Thus, if the Employee's position would have been eliminated or the Employee would have been terminated but for the leave, The Employee would not have the right to be reinstated upon return from the leave.

Section 11. Family/Medical Leave Forms to be Submitted by the Employee

A. Request for Family/Medical Leave
B. Physician or Practitioner Certificate

1. Family Member/Serious Health Condition
2. Employee Serious Health Condition

C. Authorization for Payroll Deduction for Benefit Plan Coverage Continuation During a Family/Medical Leave of Absence

D. Fitness for Duty or Return from Leave

See Forms in the Appendix of this Agreement

ARTICLE 27
SENIORITY

Section 1. Computation of Seniority. For purposes of promotion, vacation, and other benefits, an Employees seniority shall be equal to his years of service or employment with the **Town** in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified in Section 2, below. Employees with the same seniority date shall use their dates of birth to determine seniority, the employee with the oldest birth date shall be senior.

Section 2. Termination of Seniority. Seniority for all purposes shall be terminated for and of the following reasons:

A. Voluntary quit.
B. Discharge for cause.
C. Failure to report to work in accordance with the provisions of a recall notice.

D. Absence for three (3) consecutive working days without properly notifying the **Town.**
E. Failure to be recalled from layoff.
F. Failure to return to work due to any non-occupational connected illness or accident following the expiration of sick and vacation benefits but not more than twelve (12) months.
G. Retirement.

Section 3. Seniority List. The **Town** shall establish and post a seniority list on the **Union** bulletin board(s) within thirty (30) days of the signing of this Agreement and thereafter annually during the month of April. The list shall include each Employee and their date of employment. Any objections to the seniority list as posted must be reported to the **Town** within fourteen (14) calendar days from the date of posting or amendment, or it shall stand as accepted and take full force and effect. Thereafter no changes in said list will be allowed with the exception of additions and deletions.

Section 4. Non-Application of Seniority Rights Within Classification. Seniority does not give Employees any preference for particular types of work within their job classifications, or to places of work, or equipment to operate.

Section 5. Application of Seniority (Layoff, Recall). The **Town** shall give written notice to the affected Employee(s) of any proposed layoff and the reason therefore, at least fourteen (14) calendar days before the effective date thereof unless circumstances beyond the control of the **Town** prevent this length of notice.

With respect to layoff and recall, continuous service within a Department will be applicable. In the event a layoff occurs, the least senior Employee in the Department affected shall be laid off according to their ranking on the seniority list. However, the **Town** reserves the right to determine and retain the most qualified individual within the bargaining unit regardless of seniority.

Employees shall be recalled to any vacancy within the Department in which they were laid off in the reverse order in which they were laid off for which they are qualified. A person who is laid off shall maintain seniority for twelve (12) months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the Employee must notify the Department Head within seven (7) calendar days after receiving the notice of recall of his intention to return to work. The **Town** shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Department Head with his latest mailing address. In any event the Employee must return to work within two (2) weeks of the date specified to return to work.

ARTICLE 28
PROBATIONARY PERIOD

All Employees covered by this Agreement shall serve a probationary period as specified herein.

All sworn members of the Police Department, certified or uncertified, regardless of rank, and all members of the Ambulance Department, regardless of rank, shall serve a probationary period of one (1) year from the date of their appointment. Members of the

Police Department and Ambulance Department covered by this Agreement who are promoted within or outside their respective Departments shall serve a probationary period of six (6) months in their promoted position.

All full-time and part-time Employees who are not sworn members of the Police Department or members of the Ambulance Department shall serve a probationary period of six (6) months from the date of their appointment as either full-time or part-time Employee in the same manner as is explained in the paragraph above.

Employees may be discharged during their initial probationary period at the sole discretion of the **Town** and neither the reason not the discharge shall be the subject of a grievance, arbitration, fact-finding or mediation.

When an Employee is promoted or advances from one position to a higher or lower rated position within the bargaining unit and fails to complete his probationary period for any reason, except because of a disciplinary action, he shall be returned to his previous position and hourly or annual rate as a non-probationary Employee.

ARTICLE 29
PROMOTIONS AND TRANSFERS

The **Town** reserves and shall have the right to make promotions and transfers. No Employee shall be transferred for punitive or harassment purposes.

ARTICLE 30
JOB POSTINGS

Section 1. Vacancies to be Posted. When a vacancy occurs in any of the job positions covered under this Agreement as a result of the establishment or creation of a new position agreed by the **Town** and the **Union** to be included within this Agreement or the retirement, resignation or termination of a current Employee, the **Town** shall have the right to fill the position of a temporary basis from any source available without restrictions of any kind. When the **Town** determines that the vacant position is to be filled on a permanent basis the **Town** will post the vacancy on all bulletin boards required under this Agreement for seven (7) days in accordance with the following restrictions:

A. Job postings shall include the position or job description (where available), rate of pay, job location, and notice that this position is permanent.

B. Vacancies and promotions shall be filled by the most qualified individual within the **Union** provided there is no more qualified individual applying from outside the **Union**. Where two (2) **Union** Employees are equally qualified, the most senior individual shall receive the position if it is filled from within the **Union**.

C. The above procedure will be followed in all permanent promotions and transfers.

D. A **Union** Employee who meets the minimum qualifications and is promoted or transferred to another position may be placed in a probationary status in that position in accordance with this Agreement. Probationary **Union** Employees shall periodically be evaluated to determine if they are performing the job in a satisfactory manner. If a **Union** Employee who has been promoted or transferred to another position is found to not be performing the duties in a satisfactory manner during the probationary period then that Employee will be returned to their previous position, classification and pay prior to the transfer or promotion.

E. Nothing contained within this Article shall limit or be interpreted as limiting the ability of the **Town** from seeking applicants to fill a permanent vacancy from outside of the **Union** or **Town**. The **Town** shall be free without restriction of any kind to publicly advertise such permanent vacancy at any time.

ARTICLE 31
HEALTH AND LIFE INSURANCE

The health and life insurance benefits provided herein shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies licensed to write such insurance under the laws and by the State of New Hampshire and selected by the **Town**.

"Insurance Companies" shall mean and include regular line insurance companies and non-profit organizations providing hospital, surgical or medical benefits. All benefits are subject to the provisions of the policies between the **Town** and the insurance company or non-profit organization.

The Article entitled "Terms of Insurance Policies to Govern" shall apply to all insurance offered under this Article and Agreement.

Section 1. Health Insurance

The **Town** selects the "New Hampshire Municipal Association Health Insurance Trust", subject to the approval of the carrier, to be the carrier to provide Blue Cross Blue Shield Blue Choice Health Insurance benefits under this Agreement. **The medical insurance plan provided is enumerated in Appendix B.**

The **Town** will pay 90% of the monthly insurance cost for health insurance and the Employee shall pay 10% of such monthly costs and such rates shall remain in effect until changed by the carrier. Any change in the rates during the term of this Agreement shall automatically increase or decrease the portion paid with the **Town** continuing to pay 90% and the Employee to pay 10% on the increased or decreased rate. Sums due from Employee's for their 10% portion of a single, two-person or family plan shall be paid by automatic payroll deduction under a 125 Program that will be maintained by the **Town** at no cost to the Employees. Once an Employee selects a coverage category and enrolls to receive insurance under such terms and conditions as the insurance carrier requires, the sums deducted shall continue to be deducted until such time as the Employee indicates in

writing that he/she no longer desires coverage and has terminated coverage or changed the coverage category under such terms and conditions as the insurance carrier requires.

Employees who receive health insurance through their spouse who is enrolled in another Health Insurance Plan through his/her employer, or Employees who have a health insurance plan provided by others including themselves without cost to the **Town** shall be eligible to receive an annual payment of $2,500.00 per year, to be divided equally in each payroll period of the calendar year, for voluntarily opting in writing not to take health insurance through the plan stated in this Article. To be eligible for such payment the Employee must be eligible to enroll in the plan offered in this Article and must have and maintain health insurance through another licensed health insurance plan. In the first year of eligibility for an annual payment the sum will be pro-rated from the date of application to the end of the calendar year. If an Employee should enroll in the health insurance plan provided in this Article while receiving such annual payment the payment shall cease upon such enrollment.

Effective April 1, 2012

For employees hired on or before April 1, 2012, the **Town** will pay 85% of the monthly insurance cost for the health insurance plan enumerated in Appendix B and the Employee shall pay 15% of such monthly costs and such rates shall remain in effect until changed by the carrier. Any change in the rates during the term of this Agreement shall automatically increase or decrease the portion paid with the **Town** continuing to pay 85% and the Employee to pay 15% on the increased or decreased rate. Sums due from Employee's for their 15% portion of a single, two-person or family plan shall be paid by automatic payroll deduction under a 125 Program that will be maintained by the Town at no cost to the Employees. Once an Employee selects a coverage category and enrolls to receive insurance under such terms and conditions as the insurance carrier requires, the sums deducted shall continue to be deducted until such time as the Employee indicates in writing that he/she no longer desires coverage and has terminated coverage or changed the coverage category under such terms and conditions as the insurance carrier requires.

For employees hired after April 1, 2012, the **Town** will pay 85% of the monthly insurance cost for the health insurance plan enumerated in Appendix B and the Employee shall pay 15% of such monthly costs and such rates shall remain in effect until changed by the carrier. Any change in the rates during the term of this Agreement shall automatically increase or decrease the portion paid with the **Town** continuing to pay 85% and the Employee to pay **15%** on the increased or decreased rate. Sums due from Employee's for their **15%** portion of a single, two-person or family plan shall be paid by automatic payroll deduction under a 125 Program that will be maintained by the **Town** at no cost to the Employees. Once an Employee selects a coverage category and enrolls to receive insurance under such terms and conditions as the insurance carrier requires, the sums deducted shall continue to be deducted until such time as the Employee indicates in writing that he/she no longer desires coverage and has terminated coverage or changed the coverage category under such terms and conditions as the insurance carrier requires.

Employees who receive health insurance through their spouse who is enrolled in another Health Insurance Plan through his/her employer, or Employees who have a health insurance plan provided by others including themselves without cost to the **Town** shall be eligible to receive an annual payment in an amount equal to thirty-five (35%) of the annual premium of the plan for which the employee is eligible per year, to be divided equally in each payroll period of the calendar year, for voluntarily opting in writing not to take health insurance through the plan stated in this Article. To be eligible for such

payment the Employee must be eligible to enroll in the plan offered in this Article and must have and maintain health insurance through another licensed health insurance plan. In the first year of eligibility for an annual payment the sum will be pro-rated from the date of application to the end of the calendar year. If an Employee should enroll in the health insurance plan provided in this Article while receiving such annual payment the payment shall cease upon such enrollment.

Section 2. Flexible Benefit Plan

The **Town** selects "Benefit Strategies" to be the carrier to provide Employees that choose to enroll in the **Town's** health insurance plan, a choice of benefits under a plan that is designated to comply with Sections 105, 106, 125 and 129 of the Internal Revenue Code and the regulations issued thereunder, under this Agreement to the Employees identified in the **Union**, who are enrolled in the **Town's** health insurance plan. Such benefits shall have no cash value.

The cost of such flexible benefits plan shall be provided and paid by the **Town** in its entirety for each Employee covered by this Agreement choosing the **Town's** health insurance plan, provided such Employee makes application for such insurance to the carrier. Such plan shall remain in effect only so long as the Employee continues to be employed by the **Town** and only in accordance with the terms and conditions of the Flexible Benefits Plan Service Agreement with Benefit Strategies. Each Employee receives $1,000.00 per year in their Health Care Account with this plan. This $1,000.00 is paid in quarterly installments to the health care accounts and has no cash value to the Employee.

Section 3. Life Insurance

The **Town** selects the "Concord Heritage Life Insurance Company, Inc." to be the carrier to provide Term Life Insurance benefits under this Agreement to the Employees identified in this Agreement. Such insurance shall have no cash value.

The cost of such term insurance shall be provided and paid by the **Town** in its entirety for each full-time permanent Employee under this Agreement, provided such Employee makes application for such insurance to the carrier. Such insurance shall remain in effect only so long as the Employee continues to be employed by the **Town** and only in accordance with the terms and conditions of the insurance policy. The face value of each term policy, with no cash value, shall be $15,000.00.

Section 4. Selected Carrier

The selected carrier shall be the exclusive carrier for the insurance provided under this Article and Agreement during the term of this Agreement and all subsequent Agreements until otherwise agreed between the **Town** and the **Union**. The **Town** shall not be liable for payments to other insurance carriers for the Employees under this Agreement then the selected carrier.

ARTICLE 32
DISABILITY INSURANCE

The **Union** may of its own select a short and long term disability insurance carrier to provide such coverage to its members and at the sole expense of its members under this Agreement. If the **Union** selects such carrier the **Town** will provide automatic payroll deduction for the Employees enrolled in such coverage under the same terms and conditions as are stated under the Articles in this Agreement entitled "Dues Deduction", "Health and Life Insurance", and "Terms of Insurance Policies to Govern".

Should the **Union** select to provide such coverage the **Town** will charge sick leave in proportion to the sums actually paid to employees enrolled in such coverage. By way of illustration if an Employee is on non-service connected sick leave and two-thirds of his sick leave is paid by an insurance carrier and one-third by the **Town**, only one-third of a day shall be charged to the Employees sick leave for each such day of compensation sharing.

The **Town** shall have no responsibility for the enrollment of Employees is such insurance coverage or the authorization to commence or terminate payroll deduction. The **Town** will commence payroll deduction when authorized in writing by the Employee and the insurance carrier and will cease payroll deduction upon written authorization by the Employee. In the case of a dispute between the **Union**, an Employee or the insurance company hereunder for any cause, the **Union** agrees to defend and hold the **Town** harmless in any such dispute.

ARTICLE 33
TERMS OF INSURANCE POLICIES TO GOVERN

The extent of coverage under any or all of the insurance policies (including HMO and self-insurance plans) referred to in this Agreement, shall be governed exclusively by the terms and conditions set forth in said policies or plans. Any questions, concerns and disputes concerning said insurance policies, plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to any grievance, arbitration, fact-finding or mediation procedures set forth in this Agreement or elsewhere. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated, shall result in no liability to the Town, nor shall such failure be considered a breach by the **Town** of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the **Town**, its Employees or the beneficiaries of any Employee.

ARTICLE 34
RETIREMENT

The **Town** will make proper contributions to the New Hampshire Retirement System for Employees covered under this Agreement.

ARTICLE 35
WORKERS' COMPENSATION

The **Town** agrees to provide insurance to compensate Employees for occupational injuries or illness pursuant to the provisions of New Hampshire Revised Statutes Annotated Chapter 281-A, New Hampshire's Workers' Compensation Law.

ARTICLE 36
OUT OF CLASSIFICATION WORK

An Employee who is required to work out of classification covering a position assigned a higher classification shall be compensated at the rate of twenty percent (20%) more than the employees current hourly rate of pay. The higher classification pay rate is for covering vacancies and long term illness, not for vacation coverage. In order to be eligible for this pay an employee must work ten (10) consecutive workdays. Higher pay shall be retroactive to the first day of assumption of duties.

ARTICLE 37
EMPLOYEE INDEMNIFICATION

Section 1. RSA 31:105. The **Town** asserts that it has accepted the provisions of New Hampshire Revised Statutes Annotated, Chapter 31, Section 105, by an action of its Board of Selectmen on March 19, 1997, which states as follows:

31:105 – A city, town, county, village district or precinct, school district, charter school, school administrative unit, or any other municipal corporation or political subdivision may by a vote of the governing body indemnify and save harmless from loss or damage occurring after said vote any person employed by it and any member or officer of its governing body, administrative staff or agencies including, but not limited to, selectmen, school board members, charter school trustees, city councilors and alderman, town or city managers, regional planning commissioners, and superintendents of schools from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit, or judgment by reason of negligence or other act resulting in accidental injury to a person or accidental damage to or destruction of property if the indemnified person at the time of the accident resulting in the injury, damage or destruction was acting in the scope of employment or office.

Section 2. Town Meeting Vote. The **Town** also asserts that it has accepted and passed the following Article at its Annual Town Meeting held on March 11, 1980, under Article 19 of the Warrant by a voice vote in the affirmative.

Article 19 – To see if the **Town** will indemnify any town officer or employee from personal financial loss and expense including legal fees from any claim, suit or judgment by an act resulting from negligence or accidental injury or property damage if indemnified person was acting in the scope of his office or employment at the time of such action.

ARTICLE 38
HEALTH AND SAFETY

Section 1. Regulations. The **Town** shall have the right to make rules and regulations for the safety and health of its Employees during their hours of employment. Employees shall comply with all safety rules and regulations established by the **Town.** Representatives of the **Town** and the **Union** shall meet regularly to review the health and safety rules and regulations or shall meet at the request of either party to this Agreement.

Section 2. Accident Review Committee. The **Town** and the **Union** shall establish an Accident Review Committee that shall meet to review accident's that occur and the Committee shall make recommendations on actions to be taken by the **Town** to prevent similar accidents from reoccurring.

Section 3. Standards. The **Town** is responsible for meeting safety standards that are the minimum standards required of the **Town** by law and the **Union** is required to see, in conjunction with the **Town**, that such standards are enforced.

Section 4. Use Required. Proper safety devices shall be provided by the **Town** for all Employees engaged in work where such devices are necessary. Such devices, when and where provided, must be used as intended.

ARTICLE 39
COMMUNICATIONS TO EMPLOYEES

Section 1. Copies of Agreement. The **Town** shall provide a copy of this Agreement to all current and all new Employees covered under its provisions.

ARTICLE 40
SAVINGS AND SEVERABILITY

Any provision of this Agreement is declared to be severable and if any article, section, sub-section, sentence, clause, or phrase of this Agreement is subsequently declared by judicial authority to be unconstitutional, unlawful, unenforceable, or not in accordance with the applicable Constitutions, statutes, laws, ordinances or regulations of the United States of America and/or The State of New Hampshire, such unconstitutionality, invalidity or unenforceability shall not affect the validity of the remaining portions, sections or articles of this Agreement, but shall remain in effect during the remaining term thereof, it being the intent of the Parties that this Agreement shall stand notwithstanding any invalidity of any part thereof. Upon such invalidation, the Parties agree to meet and negotiate in good faith such articles, sections, sub-sections, sentences, clauses or phrases affected.

ARTICLE 41
SAVING CLAUSE AND RESERVATIONS TO VOTERS

Section 1. Savings Clause. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced,

except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation by the parties. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

Section 2. Reservations to Voters on Financial Matters. The Board of Selectmen and the **Union** agree to support mutually agreed to settlements before the voters of the **Town**. However, any agreement reached herein which requires the expenditure of public funds for its implementations shall not be binding upon the Board, unless, and until the necessary appropriations have been made by the voters. In the event the voters shall not approve the cost increases as approved by the Board, the agreements of the parties shall be void and the **Board** and the **Union** shall resume negotiations.

ARTICLE 42
ENTIRE AGREEMENT

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

Therefore, the **Town** and the **Union**, for the duration of this Agreement, each voluntarily, unqualifiedly and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter nor specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

This Agreement supercedes and cancels all prior practices and agreements, whether written or oral, except for the prior practices listed and made a part of and currently in effect under the Articles entitled "Management Rights" and "Work Rules" as are currently in force as Ordinances, rule and regulations, orders (general or special, written or oral), Standard Operating Procedures (SOP's) and safety rules and regulations, and together with any letters of understanding executed concurrently with this Agreement constitutes the complete and entire Agreement between the parties and no oral statement shall add to or supercede any of its provisions, and concludes collective bargaining for its term.

ARTICLE 43
DURATION OF AGREEMENT

This Agreement will be in effect upon its passage with an effective date of January 1, 2011 and shall remain in full force and effect when executed by the parties thereto and shall expire on December 31, 2013. Negotiations for a successor Agreement shall commence no later than May 1, 2012. The parties may by mutual agreement renegotiate any provisions of this Agreement. Following the expiration of the Agreement on December 31, 2013, if no successor Agreement has been negotiated, the provisions hereof shall remaining full force and effect until such successor agreement is negotiated and approved.

Laurence J Konopka
For the Town of Pittsfield

May 25, 2012
Dated

Philip Gadon
For the Pittsfield Town Employees
AFT-NH, AFT Local # 6214,
AFL-CIO

May 23, 2012
Dated

APPENDICES

TOWN OF PITTSFIELD

APPLICATION FOR LEAVE OF ABSENCE

Name:_____ Department:_____

Classification and Title:_____

Date of Hire:_____

Purpose for Which Leave is Requested:_____

Dates of Leave: From:_____ To:_____

I understand that time spent on leave of absence is not considered time worked, that I must make arrangements with the Town for the payment of the total premiums of my group insurance coverage for the period of this leave of absence and that failing to return to work at the expiration of an approved leave of absence shall constitute a voluntary termination of my employment with the Town of Pittsfield, and that acceptance of employment while on leave of absence (except military or educational leave) constitutes a voluntary resignation of my employment with the Town of Pittsfield.

_____ _____

Date SIGNATURE OF APPLICANT FOR LEAVE

Department Head's Recommendations: (Attach completed letter of transmittal and all supporting documentation).

_____

_____

_____

_____ _____

Date DEPARTMENT HEAD'S SIGNATURE

_____ _____

Date TOWN ADMINISTRATOR'S SIGNATURE

Approved: Board of Selectmen DATE: _____

_____ _____ _____

BOARD OF SELECTMEN

REQUEST FOR FAMILY/MEDICAL LEAVE

Employee Name: _____ Date of Request: _____

Department: _____ Position Title: _____

Date of Hire: _____

I request a Family/Medical Leave for the following reason (check one)

_____A. The birth of a child and in order to care for such child or placement of a child for adoption or foster care.

_____B. In order to care for an immediate family member if such family member has a serious health condition. Circle one: CHILD – SPOUSE – PARENT (Must submit "Physician or Practitioner Certificate" within 15 days).

_____C. Employee's own serious health condition that makes the employee unable to perform the functions of his/her position. (Must submit "Physician or Practitioners Certificate" within 15 days).

Method of Leave Requested

_____A. Consecutive Leave

_____B. Intermittent or Reduced Leave Schedule (Specify schedule below)

_____

_____

Date Leave is to Begin: _____
Expected Duration of Leave: _____

I request to use accrued leave during my FMLA leave. Please use leave in the following order:

Use the following leave first: Circle one: Sick leave or Vacation Leave

Once this leave is exhausted, I understand that my (circle one) Sick Leave or Vacation Leave will be utilized next.

If the duration of my family/medical leave (total of paid and unpaid time) does not exceed 12 weeks, I will be returned to my same or equivalent position. I understand that if my family/medical leave should exceed 12 weeks I will be returned to my same position or similar position, only if available, in accordance with applicable laws. If my same or similar position is not available, I understand I may be terminated.

_____ _____

Date EMPLOYEE'S SIGNATURE

PHYSICIAN OR PRACTITIONERS CERTIFICATE
EMPLOYEE – SERIOUS HEALTH CONDITION

(Family and Medical Leave Act of 1993)

Employee's Name: _____

Diagnosis: _____

****

Date Condition Commenced: _____

Probable Duration of Condition: _____

Regimen of treatment to be prescribed (Indicate number of visits, general nature and duration of treatment, including referral to other provider of health services. Including schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours of days or days per week:

By Physician or Practitioner: _____

_____

_____

By other provider of health services, if referred by Physician or Practitioner: _____

_____

_____

_____

Check yes or no in the space below, as appropriate.

Yes ___ No ___ Is patient hospitalization of the employee required?

Yes ___ No ___ Is employee able to perform work of any kind? (If no, skip to signature line).

Yes ___ No ___ Is employee able to perform the functions of employee's position? (Answer after reviewing job description for employee describing essential functions of employee's position, or, if none provided, after discussing with employee).

Signature of Physician or Practitioner: _____ Date: _____

Type of Practice: (field of specialization, if any): _____

PHYSICIAN OR PRACTITIONER CERTIFICATE
FAMILY MEMBER – SERIOUS HEALTH CONDITION

(Family and Medical Leave Act of 1993)

Employee's Name: _____

Patient's Name: (If other than employee) _____

Diagnosis: _____

Date Condition Commenced: _____

Probable Cause of Condition: _____

Regimen of treatment to be prescribed (indicate number of visits, general nature and duration of treatment, including referral to other provider of health services. Include scheduled visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week).

By Physician or Practitioner: _____

By other provider of health services, if referred by Physician or Practitioner: _____

Check Yes or No in the spaces below, as appropriate:

Yes___ No ___ Is patient hospitalization of the family member (patient) required?

Yes___ No___ Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation?

Yes___ No___ After review of the employee's signed statement (see below), is the employee's presence necessary or would it be beneficial for the care of the patient? (This may include psychological comfort).

Estimate the period of time care is needed or the employee's presence would be beneficial: _____

TO BE COMPLETED BY THE EMPLOYEE REQUESTING FAMILY LEAVE

When Family Leave is needed to care for a seriously ill family member, the employee shall state the care he or she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced leave schedule: _____

Employee's Signature: _____ Date: _____

Signature of Physician or Practitioner: _____ Date: _____

Type of Practice (Field of Specialization, etc.):_____

AUTHORIZATION FOR PAYROLL DEDUCTION OF BENEFIT PLAN COVERAGE CONTINUATION DURING AS FAMILY/MEDICAL LEAVE OF ABSENCE

(Family Medical Leave Act of 1993)

Employee's Name: _____ Date of Request: _____

Department: _____ Position Title: _____

Date of Hire: _____

I have requested a Family/Medical Leave of Absence from my position with the Town of Pittsfield. I hereby authorize the Town of Pittsfield to deduct from my payroll all sums necessary to maintain my benefits with the Town of Pittsfield during my period of my paid Family/Medical Leave of Absence in accordance with the terms and conditions and provisions of the Agreement between the Town and the Union.

I understand that should I elect not to authorize payroll deduction during this period that my benefits can be cancelled by the Town in accordance with the Agreement between the Town and the Union and that I will heave no health, life, disability or other paid coverage's to which I would otherwise be entitled.

I understand that if this Family/Medical Leave of Absence is without pay that I am personally responsible for the payment of the cost of my benefit plans in accordance with the Agreement between the Town and Union.

Signature of Employee: _____ Date: _____

Witness's Signature: _____ Date: _____

APPENDIX A

Length of Service Stipend

Effective January 1, 2011

Anniversary Date of Hire	Annual Amount Received
Years 7, 8, 9, 10, 11, 12, 13, 14	*$1,000*
Years 15, 16, 17, 18, 19, 20, 21	*$1,500*
Years 22 and beyond	$*1,750*

Effective January 1, 2013

Anniversary Date of Hire	Annual Amount Received
Years 7, 8, 9, 10, 11, 12, 13, 14	*$1,000*
Years 15 and beyond	*$1,500*

****Any employee who is receiving the $1,750 amount as of December 31, 2012 will continue to receive that amount.***

APPENDIX B
Medical Insurance

Effective January 1, 2011

Eligibility/ Coverage Level	Town Allotment-Medical
Single	90% BC/BS BC2T10+-R$3/15M$1
Two Person	90% BC/BS BC2T10+-R$3/15M$1
Family	90% BC/BS BC2T10+-R$3/15M$1

- In the event two (2) employees are married, it is intended that only one (1) of the employees will receive the allotment based upon the applicable table above.

Effective April 1, 2012

For Employees Hired on or before April 1, 2012

Eligibility/ Coverage Level	Town Allotment-Medical
Single	85% BC/BS BC2T10+-R$3/15M$1
Two Person	85% BC/BS BC2T10+-R$3/15M$1
Family	85% BC/BS BC2T10+-R$3/15M$1

- In the event two (2) employees are married, it is intended that only one (1) of the employees will receive the allotment based upon the applicable table above.

Effective April 1, 2012

For Employees Hired after April 1, 2012

Eligibility/ Coverage Level	Town Allotment-Medical
Single	85% MTB20 IPDED(01) RX10/20/45
Two Person	85% MTB20 IPDED(01) RX10/20/45
Family	85% MTB20 IPDED(01) RX10/20/45

- In the event two (2) employees are married, it is intended that only one (1) of the employees will receive the allotment based upon the applicable table above.

APPENDIX C-1

2011-2013 Wages

2011-13	AMBULANCE										
Grade	Classification	0	1	2	3	4	5	6	7	8	9
I	EMT Basic	11.00	11.40	11.80	12.20	12.60	13.00	13.40	13.80	14.20	14.60
II	EMT Basic/FF	11.80	12.20	12.60	13.00	13.40	13.80	14.20	14.60	15.00	15.40
III	EMT Inter	12.60	13.00	13.40	13.80	14.20	14.60	15.00	15.40	15.80	16.20
IV	EMT Inter/FF	13.40	13.80	14.20	14.60	15.00	15.40	15.80	16.20	16.60	17.00
V	EMT Paramed	14.20	14.60	15.00	15.40	15.80	16.20	16.60	17.00	17.40	18.00
VI	EMT Paramed/FF	15.00	15.40	15.80	16.20	16.60	17.00	17.40	17.80	18.20	18.60
VII	Asst. Amb. Dir.	15.80	16.20	16.60	17.00	17.40	17.80	18.20	18.60	19.00	19.40

2011-13	ADMINISTRATION										
Grade	Classification	0	1	2	3	4	5	6	7	8	9
I	Office Asst. P/T	14.80	15.20	15.60	16.00	16.40	16.80	17.20	17.60	18.00	18.40
	F/T	13.70	14.10	14.50	14.90	15.30	15.70	16.10	16.50	16.90	17.30
I	Welfare Dir. P/T	19.80	20.20	20.60	21.00	21.40	21.80	22.20	22.60	23.00	23.40
	F/T	15.80	16.20	16.60	17.00	17.40	17.80	18.20	18.60	19.00	19.40
II	Bldg. Insp. P/T	25.80	26.20	26.60	27.00	27.40	27.80	28.20	28.60	29.00	29.40
	F/T	19.80	20.20	20.60	21.00	21.40	21.80	22.20	22.60	23.00	23.40
III	Office Mgr./Acct	41,184	42,016	42,848	43,680	44,512	45,344	46,176	47,008	47,840	48,672
		19.80	20.20	20.60	21.00	21.40	21.80	22.20	22.60	23.00	23.40

2011-13	POLICE										
Grade	Classification	0	1	2	3	4	5	6	7	8	9
I	Police Sergeant	22.50	23.00	23.50	24.00	24.50	25.00	25.50	26.00	26.50	27.00
II	Police Chief	56,000	57,500	59,000	60,500	62,000	63,500	65,000	66,500	68,000	69,500

2011-13	Public Works										
Grade	Classification	0	1	2	3	4	5	6	7	8	9
I	Equip. Opr./Labr.	12.80	13.20	13.60	14.00	14.40	14.80	15.20	15.60	16.00	16.40
II	Lgt. Equip. Opr.	13.80	14.20	14.60	15.00	15.40	15.80	16.20	16.60	17.00	17.40
III	Hvy. Equip Opr.	15.80	16.20	16.60	17.00	17.40	17.80	18.20	18.60	19.00	19.40
IV	Asst. Supt.	18.40	18.80	19.20	19.60	20.00	20.40	20.80	21.20	21.60	22.00
V	Superintendent	46,000	47,250	48,500	49,750	51,000	52,250	53,500	54,750	56,000	57,250

2011-13	WWTP										
		0	1	2	3	4	5	6	7	8	9
I	WWTF Oper.	16.00	16.20	16.40	16.60	16.80	17.00	17.20	17.40	17.60	17.80
II	WWTF Chief	18.80	19.00	19.20	19.40	19.60	19.80	20.00	20.20	20.40	20.60
III	WWTF Supt	46,000	47,250	48,500	49,750	51,000	52,250	53,500	54,750	56,000	57,250