AGREEMENT

BETWEEN THE TOWN OF PLYMOUTH

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 93 AFL-CIO POLICE AND FIRE UNITS

JULY 1, 2011-JUNE 30, 2012

AGREEMENT

THIS AGREEMENT is made and entered into by the Town of Plymouth, New Hampshire, and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3380, representing certain employees of the Town of Plymouth, New Hampshire, who are members of the Bargaining Unit, as hereinafter defined.

THE PARTIES HERETO CONTRACT AND AGREE WITH EACH OTHER AS A RESULT OF COLLECTIVE BARGAINING AS FOLLOWS:

ARTICLE 1
DEFINITIONS

1.1 "Plymouth" or "Town" means the Town of Plymouth.

1.2 "Selectmen" means the Board of Selectmen of Plymouth, or its duly authorized agents.

1.3 "Employee" means a regular, full-time employee who is employed in a position in the Bargaining Unit certified by PELRB on March 19, 1986, except for modification as previously agreed to by the Town and the Union.

1.4 "PELRB" means the Public Employee Labor Relations Board of the State of New Hampshire.

1.5 "Personnel Policy" means the Town of Plymouth Personnel Policy.

1.6 "Union" means American Federation of State, County and Municipal Employees, Council 93, Local 3380.

ARTICLE 2
RECOGNITION

2.1 The Selectmen, on behalf of the Town of Plymouth, hereby recognize the Union as the exclusive bargaining representative pursuant to RSA 273-A and PELRB certification A-0477 (A) (Appendix B), for regular, full-time employees as defined in Article 1, Section 3. Excluded from recognition under this Agreement are all other employees of the Town. It is specifically agreed by the parties hereto that this Agreement applies only to regular, full-time employees in the job classifications expressly included in this Agreement.

2.2 All newly hired or appointed employees shall serve an initial evaluation period of not more than one year as determined by the Selectmen. Employees serving an initial evaluation period are not entitled to representation by the Union and are not covered by this Agreement. Upon successful completion of the initial evaluation period and attaining full-time employee status in one of the included job classifications, an Employee is entitled to be represented by the Union and covered by this Agreement. Matters concerning employees serving an initial evaluation period are not subject to any grievance procedures.

2.3 The Town agrees to recognize the duly elected officers of Local 3380 and Council 93 as those authorized to conduct business between the Town and the Union.

ARTICLE 3
COMPLIANCE WITH LAWS: NON-DISCRIMINATION

3.1 Compliance with Laws. The Union, the Employees, and the Town agree to abide by the term of applicable State and Federal laws and regulations and local ordinances, including, without limitation by reason of enumeration, those pertaining to military leave; workers' compensation; and strikes and job action under RSA 273-A.

3.2 Non-Discrimination. The Town and the Union agree not to discriminate in any way against any individual with respect to hiring, compensation or terms or conditions of employment because of such individual's religion, race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status. Nothing in this Agreement will prohibit employer from making reasonable job assignments and/or reasonable accommodation where such are necessary to comply with the American with Disability Act or an employment decision where age or physical conditions are bona fide qualifications for employment.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 Except as specifically limited by an express term of this Agreement, the management of the Departments whose Employees are members of this Bargaining Unit, in all phases and details, shall remain vested exclusively in the Selectmen and their designated agents. The Selectmen and their agents shall have jurisdiction over all matters concerning the management and operation of the Departments, including, but not limited to, the functions, programs and methods to be used for all of the operations for the Departments, including the use of technology; the standard of services to be provided, and the standards of productivity and performance of employees; the Departments' organizational structures; the selection, direction, and number of all personnel; as well as all rights retained by virtue of RSA 273-A. It is further specifically agreed that this Article is not subject to any grievance proceeding.

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

ARTICLE 5
UNION MEMBERSHIP; DEDUCTIONS

5.1 No Employee shall be required, as a condition of obtaining or retaining employment, to join or refrain from joining the Union.

5.2 The Town agrees to deduct, from employee payroll, Union dues or "fair share" service payments equal to monthly union dues for each employee upon receipt of written authorization for such deductions. Requests for deduction shall be in writing, signed by the employee, on an authorization card supplied by the Union in a form acceptable to the Town. Deductions shall be made from the Employee's paycheck for the amount of dues or service payments for that month as certified by the Local Treasurer. The Town agrees to pay over to the Business Manager for AFSCME Council 93, the amounts so deducted on a monthly basis. The Union shall promptly inform the Town of the correct name and address of the Local Treasurer. Payment shall be sent by the 15th of the month for the previous month's deductions.

It is recognized that the negotiations for and administration of the Agreement entail expenses, which appropriately should be shared by all employees who are beneficiaries of the Agreement. To this end, if an employee in the Bargaining Unit does not join the Union, such employee will as conditions of employment by the Town execute an authorization for the deduction of a "fair share service payment" which shall be a sum equivalent to the membership dues required to be paid by members of the Union.

If an employee has no check coming in any pay period, or if the check is not large enough after other deductions to pay dues or service payments, then no deduction is made for that employee and no payment is required of the Town. In no case is the Town required to collect fines or assessments for the Union beyond regular dues or service payments.

No money collected as service fees may be used for PAC, fundraising or political purposes.

5.3 Indemnification- The Union shall indemnify' the Town and any Department of the Town and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by any reason of, any action taken by the Town or any Department of the Town for the purpose of complying with the provisions of this Article.

5.4 The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 6
PROMOTIONS: TRANSFERS: HIRING

6.1 The Town has the sole right to hire personnel, fill vacancies, and make promotions and transfers, subject only to the following:

Any department employee may apply far a vacancy. The Town may also fill the vacancy from outside the Bargaining Unit. Where merit, ability, and capacity are equal, candidates with the greater seniority will be given first consideration. All candidates must meet the minimum qualification requirements of the position as defined in the job description.

6.2 The Town agrees that an employee who is promoted within a department shall serve for a six (6) month evaluation period. During this period, the employee may elect to

return to his/her former position or may be returned to said former position by the Town if he/she does not successfully perform the duties of the promotional position.

All employees completing their initial evaluation period shall be know as regular Town employees and their initial evaluation period shall be considered as part of their seniority time. Employees transferring from one department to another shall be considered as probationary only for the purpose of job classification (e.g. 6 months) and shall be entitled to all benefits contained within the contract upon successful completion of the initial evaluation period.

ARTICLE 7
SENIORITY

7.1 In this Article, "Department Seniority" means the length of time that an Employee has been continuously employed, full-time within the same department. (Except when subject to Art. 2, Sec. 2).

Until an Employee has successfully completed the initial evaluation period, the Employee shall have no seniority status. An employee, serving an initial evaluation, who becomes a regular, full-time employee, shall have seniority computed from the date of original hire in the Department.

7.2 Department seniority shall be a factor to be considered by the Town in promotions, transfers, layoffs and rehiring after layoffs, in addition to such other factors as are deemed necessary and appropriate by the Town.

ARTICLE 8
HOURS OF WORK; OVERTIME; CALL BACK

8.1 Hours of Work. The normal workweek and workday shall be established to comply with applicable State and Federal laws. As may be allowed by law, the workweek shall consist of 40 hours in the Police Department and Dispatch. The normal workweek

for the Fire Department shall be 42 hours with 40 hours of pay. Any mandatory training in the Fire Department shall be paid at overtime rates. Department rules shall establish the normal workweek, workdays, and shift rotations. An employee's regular work shift and regular days off shall not be temporarily changed to prevent payment of overtime except with the employee's consent.

8.2 Overtime. Pay for work on overtime shall be at the rate of 1 and 1/2 times the employee's then current regular, hourly rate. Overtime shall be worked as assigned, except for due cause. Employees shall receive overtime for all work performed outside of their regularly scheduled shift. In an emergency, all able-bodied employees are expected to work as may be assigned.
**Pursuant to the agreement of the parties reached during contract negotiations the parties agree as follows:

The negotiated overtime language contained in article eight, section eight point two shall not require the Town of Plymouth to pay overtime for Fire Department employees during non-mandatory training, specifically all non-mandatory training in the Fire Department shall be paid at the employees regular straight time rate of pay. (See signed Memorandum of Agreement attached)

8.3 Call Back. Employees who are called back to duty after the conclusion of their regular work day shall be paid for a minimum of 2 hours of service at the rate of time and 1/2 their regular rate of pay. This minimum callback compensation shall apply only when an employee is called back earlier than 2 hours preceding a normally scheduled shift.

8.4 Shift Coverage. No police officer or fire fighter shall leave active duty until released by a duly authorized person as designated on lists to be on file at the Police and Fire Departments. In the event of a shift opening, it shall be the duty of the officer in charge to see that the next shift is covered as required by this section before leaving duty:

8.4A At such time that a shift becomes open and must be filled, the shift shall be offered to full-time employees based upon seniority. The shift shall be offered beginning with the most senior employee and ending with the least senior employee.

8.4B If no full-time personnel are available to cover the shift, call personnel will be contacted (theses individuals to be listed on the Mandatory Recall list.)

8.4C If no call personnel are available, any full-time department employee may then be called to cover the shift in the following manner: A Mandatory Recall list shall be established, and accurate records maintained regarding the use of the Mandatory Recall system. The Mandatory Recall list shall include all qualified personnel who have completed their Field Training period. The Mandatory Recall list shall reflect the order in which available personnel are to be called. The employee at the top of the list will then be recalled. After an employee is recalled, he/she shall then be placed at the bottom of the Mandatory Recall list. At such time that an employee has completed their Field Training period, the employees name shall then be placed at the top of the Mandatory Recall list.

A Mandatory Recall list shall be established, and accurate records maintained regarding the use of the call back system.

An employee cannot be called back for any of the following reasons:

-The call back would cause the employee to work more than 16 consecutive hours or more than 60 hours in any workweek in the Police Department and 48 consecutive hours in the Fire Department, except for in emergency circumstances.

-The employee is sick.

-The employee is on leave, i.e. vacation, personal day, bonus day.

If an employee is not recalled for one of the above reasons, they shall remain at the same position on the callback list until such time that they are recalled.

8.4D Dispatch: Vacancies in shift coverage shall be filled from within that classification first.

8.4E No senior employee may bump a less senior employee who has previously signed up for an offered shift or detail without giving the employee who is being bumped at least 72 hours notice. It shall be the responsibility of the senior employee to notify the employee that has been bumped.

8.4F No employee may withdraw from a shift or detail that he/she signs up for without first making provisions for that shift or detail to be covered. That coverage must follow the outline in paragraphs A and B of this section. If the employee is unable to fill the shift or detail following the outline in paragraphs A and B, that shift or detail will NOT be considered for Mandatory Recall.

8.5 Detail Pay. All details shall be assigned through the Police and/or Fire Departments, and shall be paid through normal payroll channels. Details shall be for a minimum of four (4) hours at fifty dollars ($50.00) for each hour. Such payment shall be subject to all normal statutory deductions and contributions as is the regular payroll. The Town reserves the right to assess private employers an administrative fee to cover its actual cost.

An employee may work a scheduled detail if the employee is not recalled for regular shift work.

8.6 Court Time. For any time spent in court outside of the employees regularly scheduled shift an employee shall be paid a minimum of two (2) hours at the rate of time and one-half for the first hour spent in court. Thereafter he/she shall be paid at time and one-half their hourly rate. All time spent in court will be recorded on the weekly time

sheet. Employees shall be conscientious regarding the recording of court time. The state witness fee of thirty dollars ($30.00) shall be forfeited to the town.

If NH law changes during the life of this agreement, that shall cause negotiations to reopen for the purpose of court time payment ONLY.

8.7 Bargaining Unit Work. Chiefs shall not routinely perform work, which is ordinarily performed by bargaining unit employees. It is understood that Chiefs are required by statute to perform the duties of the office they hold when confronted with situations that may require actions of a person in that office. It is also understood and agreed that Chiefs perform line and Staff functions.

ARTICLE 9
WAGES

9.1 For the period of this Contract, the wage rates for the Employees shall be as follows:

9.1A Effective July 1, 2011, Pierce shall receive a 4% wage increase.
9.1B Effective July 1, 2011, Beaumont shall receive a 5% wage increase
9.1C Effective July 1, 2011, all other employees shall receive a 3% wage increase.

9.2 In consideration of the wages paid under this Article, the union and the Employees expressly agree that work shall be performed in a competent, workmanlike manner.

Beginning July 1, 2009, and continuing forward, semi annual evaluations shall be conducted for each employee, the results of which shall be used by the administration to determine if the employee shall receive a pay raise above the negotiated amount annually.

ARTICLE 10
BENEFITS

10.1 Holidays. Employees shall be entitled to the following official holidays with full pay:

New Years day	Labor Day
Civil Rights Day	Columbus Day
President's Birthday	Veteran's Day
Memorial Day	Thanksgiving
Fourth of July	Christmas

If an employee is required to work on these days, except Thanksgiving or Christmas, the employee shall also receive their regular hourly rate for the time worked. If any of the above officially observed holidays fall on a Sunday, the following Monday shall be observed. If any of the above officially observed holidays fall on a Saturday, the Friday prior to the holiday shall be observed. An employee required to work on either Thanksgiving Day or Christmas Day shall receive 8 hours holiday pay plus be paid at time and one-half for all hours worked up to 8 hours.

The following is effective as of and for holidays occurring subsequent to July 1, 2004. Full time employees shall receive their yearly-accumulated holiday pay in a one lump sum paycheck the 1st week of December. The check shall include the previous calendar year's Christmas and all entitled holidays within the current calendar year. In the instance that an employee ends employment with the Town of Plymouth prior to receiving the Holiday Pay check, an employee shall be paid for all accumulated holidays up until the date the employee finishes his/her employment with the Town of Plymouth.

10.2 Sick Leave. Regular full-time employees shall be privileged to earn sick leave, with pay, to be-used for workdays absent due to illness. Sick leave is subject to the following provisions:

10.2A Paid sick time shall be granted for the following reasons:

a. Personal illness;

b. Medical or dental appointments;

c. Non-compensable bodily injury or disease;

d. Exposure to contagious diseases which may endanger the health of other persons requiring quarantine as directed by a medical doctor; or Care of immediate family members whose illness or condition requires the employee to remain at home for no longer than one day except that, with prior approval of the Department head, an extension may be granted, provided however, that extensions will not be denied unreasonably.

10.2B Employees shall be allowed to accumulate sick leave as follows:

10.2B-1 Sick leave may be earned at the rate of one day per month of continuous employment and may be accumulated to maximum of 60 days. Sick leave is defined as time not worked and is counted against time earned.

10.2B-2 If a full time employee does not use sick leave for three consecutive months in a designated calendar quarter (i.e. January-March, April-June, July-September, October-December), he/she will earn one-half (1/2) vacation day, which can be used in accordance with the vacation provisions of this Article.

Previously accumulated bonus days will be bought back from the employee at the rate it was earned upon retirement or termination or at the end of the fiscal year upon the recommendation of the Department Head and the Board of Selectmen if funds are available. In no case will earned sick leave be bought back, just earned bonus days. Employees may use any bonus day earned, provide eligibility for such day is cleared with the Department Head and Financial Officer in Payroll preparation.

10.2C Employees shall be required to furnish a correspondence from an attending physician for all consecutive days of sickness absence in excess of four working days in the Police Department or 2 consecutive shifts in the Fire Department, or when the Department Head reasonably believes that the employee is abusing the use of sick time. When the Department Head reasonably believes an employee is abusing the use of sick time the Department Head shall notify the available union officer of the request for a

physician's correspondence and the basis for such a request in conjunction with notification to the employee. If the physician's statement validates the employee's use of sick leave, the Town shall responsible for any cost to the employee.

10.2D Notification must be made to the employee's Department Head, immediately, indicating, at that time, the length of time the employee expects to be incapacitated and the nature of the illness.

10.2E An employee who terminates employment with the Town immediately loses all accumulated leave and shall not collect any compensation for accumulated sick leave so lost. Any person rehired by the Town will accumulate sick leave, as does a new employee. An employee, who transfers to another Department, with no break in service, shall have accumulated sick leave transferred to his/her credit.

10.2F An employee, serving an initial evaluation period, who achieves regular status shall have sick leave computed retroactively to the date of hire.

10.2G When an employee has occasion to use sick leave, the Town will pay the difference between the Disability Coverage (as listed in Article 10.7B) amount and regular pay, not to include overtime pay. In order that the employee's income will not be interrupted by delayed receipt of Disability coverage, the Town will continued the employee's pay, computed as if the employee was working 8 hours, or the regular number of daily work hours, not including overtime. This provision only applies if the employee has earned leave time available. The employee will be allowed to use sick leave until the Disability Coverage payments commence and to complement the Disability Coverage thereafter. Each case may have a different circumstance, which will be resolved by the Department Head and the Financial Officer.

If the coverage reimburses the employee two-thirds percent, the employee shall return the check to the Town thereby buying back two-thirds of the compensated sick leave. This buy back applies only to sick leave.

An employee may also request a leave of absence without pay for up to 2 weeks, request is renewable at the discretion of the Board of Selectmen. Employees who expect to be on sick leave for an extended period of time are encouraged to apply for FMLA benefits.

Town employees receiving a combination of Group Disability payments, sick leave and/or Worker's Compensation payments may not receive total take home pay for any pay period greater than their normal take home pay based upon their average workweek (a minimum of 40 hours per week). Employees who utilize sick leave to supplement Worker's Compensation would not be eligible to earn one-half (1/2) vacation day for the particular three (3) month period.

10.3 All vacations shall be figured on continuous employment from the date of hire as certified by payroll records and shall be figured from the date of last employment and on the basis of continuous and uninterrupted service. Any break other than authorized leaves of absence shall mean that if and when an employee is rehired, that date must be considered in computing any and all benefits.

No vacation time shall be taken without the approval of the head of the department involved or the Town Administrator.

With the prior approval of the Department Head, employee may carry a maximum of 5 vacation days (42 hours for fire) forward into the next calendar year. Vacations will be computed based upon date of hire (DOH). Employees shall not receive compensation for any other annual leave not taken during a given year, except in circumstances of termination of employment.

In the event an employee shall change from one department to another department within the Town of Plymouth, this time does not constitute a break in service.

The rate of vacation earning shall be as follows:

Months of Service*	Accrual Rate	Leave Accrual**
0-12 months	1/3 day/month	4 days
13-48 months	5/6 day/month	10 days
49-120 months	1 ¼ days/month	15 days
121 or more months	1 2/3 days/month	20 days

Employee may not use any vacation time during his/her first 3 months of employment without authorization from Department Head.

*From Date of Hire.

**Fire fighters leave accrual under the above shall be converted as follows:

4 days	=	48 hours
10 days	=	96 hours
15 days	=	144 hours
20days	=	192 hours

In each calendar year, an employee may borrow up to that year's allotment of vacation days in advance of accrual, provided that the employee signs a Pay Deduction Authorization Form, which authorizes the Town to deduct, used but unearned vacation days from the employee's last paycheck if the employee terminates employment before the borrowed days are earned.

10.4 Bereavement Leave. An employee is entitled to bereavement leave at full pay, not to exceed three (3) working days for a death in the immediate family. For the purpose of administering the provisions of bereavement leave, immediate family shall mean: spouse, parent, grandparent, brother, sister, child, father-in-law, mother-in-law, step-parent, step-child, step-brother, step-sister, or a person living within the household.

An employee is entitled to bereavement leave at full pay for one (1) working day for the purpose of attending the funeral of a grandchild, brother-in-law, sister-in-law, aunt or uncle.

Special leave of up to three (3) days may be granted by the Department Head to an employee in the event of the death of a person whose death presents special immediate family commitments, not to be added to leaves set forth above.

10.5 Health Insurance. The Town shall provide group health insurance for employees under Blue Cross/Blue Shield, 2 Tier Plan, or equivalent, including major medical, with employees paying fifteen percent (15%) of the premium.

If the Selectmen determine that comparable coverage, with no decrease in the level of benefits, under a different provider or program is available, the Selectmen may, in their sole discretion, switch health insurance coverage to that provider or program. In such event the Selectmen shall provide the Union and the Employees with adequate advance notice of the proposed plan and shall fully consider any timely input or concerns related thereto expressed by the Union or Employees prior to implementation of the change.

The Town shall have the ability to provide an insurance "buyout" option for employees that are covered by insurance from another source other then the Town. In such situations, if the employee elects not to be covered by the Town's health insurance, then the Town shall reimburse the employee a percentage of the premium savings realized by the Town as a result of the employee's election not to be covered. Such percentage shall be set by the Town as a managerial prerogative.

10.6 Other Insurance.

10.6A Life Insurance. The Town shall provide term life insurance in an amount of $50,000.00 for each employee in the unit, with the Town paying the premium. The Employee shall provide such information, including designation of beneficiary, as may reasonably be required.

10.6B Disability. The Town shall provide and pay for the premium for a disability insurance program for the employees as presently in effect. Coverage will be standard accident, death and dismemberment coverage, not job related.

10.7 Retirement Contribution. The Town shall continue to make contributions to the New Hampshire Retirement System as required by law.

10.8 Personal Days. Police employees shall be entitled to 2 non-cumulative personal days off with pay per year, and Fire employees shall be entitled to one 24 hour shift off with pay per year, to be taken only with the prior approval of the Department Head who shall be given at least 72 hours prior notice. An Employee who completes the initial evaluation period on or after July 1 in any year is entitled to one personal day/half shift in the Fire Department to be taken in accordance with this paragraph. An Employee who completes the initial evaluation period after September 1st is not entitled to any personal days for that year.

10.9 Jury and Armed Forces Reserve Leave. A regular employee called for jury duty shall be excused from work for the duration of the employee's service, and shall receive the difference between his or her regular pay and his or her jury pay, provided that the employee presents an official statement of pay received. All benefits shall continue to accrue during such absence.

Any full-time employee called for military service shall be granted a special leave of absence from work for the duration of the employee's service and shall receive the difference between his or her regular pay and military pay, provided the employee presents an official statement of pay received. All benefits shall continue to accrue during such absence. Employees returning from military leave will be paid the same rate of pay and other benefits as if the employee had worked continuously with the Town in the job held when such special leave was granted.

10.10 Educational Leave. Any employee may apply for educational leave to the Department Head.

10.11 Employee Expenses. All Employees traveling on Town business, or using personal assets for Town purchases, shall be entitled to reimbursement of their expenses according to the following schedule:

Automobile expenses-	IRS rate per mile
Lodging and meals-	All reasonable expenses
Purchases-	All verified expenses

All travel expenses must be itemized, with receipts attached, if possible, on a Town expenses voucher, to be approved by the Department Head, Town Administrator and the Board of Selectmen prior to reimbursement.

10.12 Union Business Leave. The Town agrees to allow one (1) person a maximum of 24 hours off per year without loss of pay to conduct Union business. Union agrees to notify Town of specific Union business to be conducted.

10.13 Family and Medical Leave. The Town shall comply with the requirements of the Family and Medical Leave Act of 1993 as amended.

10.14 Workers' Compensation Leave. Absence of an employee for causes occurring while engaged in working for the Town and covered by Workers' Compensation (WC) as specified by the laws of the State of New Hampshire, shall be treated as follows:

The employee shall receive, from the Town's insurer, compensation, in a dollar amount and for a period of time specified by State Law.

When an employee utilizes WC leave, the Town will pay the difference between the compensation amount and regular pay, not to included overtime pay. This provision

will be for a period not to exceed 30 normal working days. In order that the employee's income will not be interrupted by delayed receipt of WC, the Town will continue his or her weekly pay, computed as if the employee was working 8 hours, or the regular number of daily work hours, not including overtime. This provision only applies if the employee has earned leave time available. The employee will be allowed to use sick leave until the WC payments commence and to complement the WC thereafter. Each case may have different circumstance, which will be resolved by the Department Head and Financial Officer.

If the coverage reimburses the employee two-thirds percent, the employee shall return the check to the Town thereby buying back two-thirds of the compensated sick leave. This buy back applies only to sick leave.

Employees are required by state law (RSA 281:16a) to report promptly to your employer (the Town) any occupational injury or disease, even if it is deemed to be minor. The Town is required to submit forms to the NH Department of Labor immediately and certainly no later than 5 days after an incident. The Town requires that an employee report any incident within 48 hours to ensure that the requirement is met. If an injury results in 4 or more days of disability, a Supplemental Report, form No. 13 WCA, must be filed within 10 days of the incident. Failure to comply with these statutes carries an automatic civil penalty of $25.00.

Department Heads are responsible to see that proper filing of the Form 8-WC is completed and sent to the Department of labor with required copies provided to the Town Administrator or Financial Officer.

Town employees receiving a combination of WC and sick leave payments may not receive total take home pay for any pay period greater than their normal take home pay based upon their average work week (a minimum of 40 hours per week).

Employees who utilize sick leave to supplement Workers' Compensation would not be eligible to earn the one-half (1/2) vacation day for the particular three (3) month period.

10.15 The Town agrees to reimburse regular Fire Department employees for the difference between an operators License and a Commercial Driver's License.

10.16 The Town may re-open this Article after July 1, 2001 for the purpose of implementing a flexible benefits plan.

ARTICLE 11
BULLETIN BOARDS

Space shall be provided in each Department's facility for bulletin boards, measuring no larger then 3'x2', for the posting of official notices of the Union addressed to its members. The Union shall post nothing controversial, inflammatory or defamatory thereon. The Union agrees to post signs consistent with the maintenance of a drug-free workplace.

ARTICLE 12
SAFETY

12.1 Concern for public safety and employee safety are important to the Town and the Union. The Selectmen, or their designee, have the right to adopt and modify regulations for the safety and health of the employees and the public concerning the operation of the Departments. Employees shall comply with such regulations.

The Union shall designate a Safety Committee, of not more than 2 members, to provide input into these regulations, which shall be given full consideration by the Selectmen. In order to facilitate such consideration, the Selectmen shall meet with the

Safety Committee upon request, provided that the obligation to so meet is limited to not more than once every 90 days except in the case of an emergency.

The Town shall supply the employees with "defective equipment forms" with one copy for the appropriate Chief.

12.1.1 In the interest of safety, the Departments shall be equipped as follows:

12.2A Fire. NFPA approved safety equipment, including: one helmet, one turn out coat, one pair turn out pants, one pair fire boots, one hood (Nomex or PBI), one pair of gloves, personal alert devices affixed to breathing apparatus.
12.2B Police. Cruisers shall be properly equipped and mechanically sound.

ARTICLE 13
UNIFORMS

The Town shall provide the following for all employees required to wear uniform:

13.1 The Town will provide the employee with uniforms and equipment reasonably necessary to accomplish their mission and maintain a professional image in doing so. This shall include the purchase of a ballistic vest for new full-time officer appointees.

13.2 Each employee is responsible for the reasonable care and maintenance of equipment and uniforms so issued and shall wear same only when engaged in Town work.

13.3 Each Department Chief will order uniforms on an as needed basis. Initial issues shall be new or in very good condition. Replacements will be issued as recommended by the Chiefs following established purchasing procedures.

13.4 Police officers shall receive a cleaning allowance of $250.00 and Dispatchers shall receive a cleaning allowance of $200.00 to be issued in one payment each year as

determined by the Selectmen at the end of the year. The Town will provide the Fire Department unit members a $150.00/year cleaning reimbursement for the provision and maintenance of personal linen used while on duty.

ARTICLE 14
REQUIREMENTS OF EMPLOYEES

14.1 Training. All employees shall fully comply with all training requirements of their Departments. Off-duty personnel required to attend training shall be compensated for actual time worked during training as well as travel time. For purposes of this section, travel time is to be considered beginning the time the employee leaves for training to the time they arrive at the designated destination and the time the employee then leaves the designated destination and then arrives back in Plymouth or to the employees' residence. "Travel time" shall not include travel to destinations within a 20-mile radius from Town Hall. Employees shall not do work that requires certification and training if they are not certified or trained to do.

14.2 Residency. Fire Department employees must reside within the area of the Department's third alarm mutual aid call. If the alarm area should change, an employee will not be required to relocate to meet the requirements of this section

Police officers must reside within a 45-minute safe (operating at legal speed limits) response time from the police station.

14.3 Physical Fitness Assessment.

14.3A All full-time police officers and firefighters are required to be physically fit for duty and must submit to and pass an Annual Fitness Test.

14.3B A four-member committee shall be formed consisting of two (2) employee Union members and two (2) members of management from the respective departments. This

Committee (the "Fitness Committee") shall set the standards and requirements of the Annual Fitness Test described in Section 14.3A.

14.3C Wellness Program:

All full-time police officers and firefighters are required to submit to and pass an Annual Fitness Test. In order to assist the above employees in meeting the requirements of the annual fitness assessment, the Town agrees to reimburse, on proper documentation, an eligible employee up to $250.00 for membership in a health club approved by the Town. In order to receive such reimbursement, the employee must first sign a Pay Deduction Authorization form, authorizing the Town to deduct the reimbursed amount should the employee subsequently fail to pass the Annual Fitness Test. The membership will be held in each eligible employee's name. Participating employees agree to make use of such membership in order to maintain physical fitness.

14.3D An employee who fails to pass the Annual Fitness Test shall, and hereby consents, to have the dollar amount contributed by the Town to the employee's membership in the health club referenced in Section 14.3C deducted from his/her paycheck after being notified of his failure to pass. Furthermore, an employee's failure to pass the Annual Fitness Test may result in disciplinary and/or corrective actions including termination.

14.3E The Town reserves the right to terminate an employee who the Town determines is not physically fit for duty.

14.3F Formulation and administration of the Physical Fitness Assessment Program is subject to applicable federal and state law.

14.4 Each member is entitled to a basic physical exam test not to exceed one hundred dollars in cost on a yearly basis. The employee must submit the cost to his/her health insurance first for their payment. The Town will only be responsible for the cost (up to $100) in the event the insurance does not cover the cost.

14.5 Off Duty Conduct of Employees. Employees shall conduct their private and professional lives in such a manner as to avoid bringing discredit upon themselves and the Department. No member of the Department shall at any time be guilty of an act or omission which impedes, injures, or hinders progress, welfare, efficiency, or the good name of the Department and/or the Town.

14.6 Station Maintenance. All employees covered by this Agreement will perform such ordinary and normal station maintenance at their respective station (i.e. police, dispatch, fire) as may be required by the Department head at any building or property used solely by the corresponding Department

The Town shall supply all necessary equipment and supplies for performing station maintenance as defined by this Section.

ARTICLE 15
DISCIPLINARY PROCEDURES

15.1 Disciplinary action shall be applied in a fair and consistent manner as determined by the Department Head under a written policy up to and including a three-day suspension without pay after consultation with the Town Administrator. Disciplinary action greater than a three-day suspension shall be made at the recommendation of the Department Head and brought to the Town Administrator for his/her approval. The Town Administrator's decision on a recommended discipline greater than three days suspension without pay may be reviewed by the Board of Selectmen at the request of the employee.

15.2 Any discharge shall be stated in writing, with a copy given to the Employee at the time of discharge or as soon thereafter as practicable. This sequence need not be followed if an infraction is sufficiently severe to merit other action; nor is this section meant to limit the types of disciplinary actions available to management. Disciplinary action will normally be taken in the following order:

15.2A Informal action, which may include verbal or written notices of counseling.

15.2B Written Reprimand

15.2C Suspension, with or without pay

15.2D Discharge

15.3 Without limitation because of enumeration, discipline shall be justified for just cause including, as examples, the following:

15.3A Misconduct during employment

15.3B Incompetence or inefficiency

15.3C Failure to perform assigned duties

15.3D Disobedience of supervisor or order

15.3E Use of alcoholic beverages or non-prescribed controlled substances while on duty

15.3F Failure to observe rules and regulations established by the selectmen or their designees or the terms of this agreement

15.3G Conviction of a felony or misdemeanor

15.3H Incompatibility with other employees

15.3I Unauthorized absence from duty

15.4 An employee's record shall be cleared upon request, of written reprimands after a period of 2 years as long as there are no similar infractions during the intervening period.

ARTICLE 16
GRIEVANCE PROCEDURE

16.1 The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances. It is intended that the procedure provided herein shall facilitate the resolution of Employee grievances at the lowest possible level, and the Town, the Employees and the Union agree to work together toward that end. Grievances shall

commence with an informed and informal discussion between the Employee and the immediate supervisor, and Unit employee representative, if desired.

16.2 "Grievance" means alleged violation, misinterpretation or misapplication with respect to one or more Employees of any provision of this agreement which arises during the term of this agreement and which is not expressly excluded from the grievance procedure.

16.3 The duly certified Union Representative, when requested by the Employee, shall assist in processing a grievance. If a Union Representative is so utilized, the representative shall be given the opportunity to discuss the matter with the employee and with any other employees who reasonably may be expected to have information bearing on the matter. Such discussions and investigations shall be done with prior notice to supervisors so as to allow scheduling which will not interfere with Departmental business. In accordance with RSA 273-A: 11, I (a), any resolution of a grievance shall not be inconsistent with the terms of this Contract.

16.4 The grievance procedure shall be as specified in this section including the steps enumerated herein up to and including the Review Board, whose decision shall be final.

16.5 A grievance shall be filed in writing within 7 calendar days after the event giving rise to the alleged grievance or rights under this Article shall be waived.

16.5A <u>Department Head.</u>

16.5A-1 The Employee and Union shall present to the Department Head all the facts pertaining to the problem or incident.
16.5A-2 The Department Head shall address the problem at once or within 7 calendar days, notifying the Employee and the Union of the decision.

16.5B <u>Town Administrator.</u>

16.5B-1 If the Employee or the Union feels that a further review is justified, notification to that effect and a statement of all the facts pertaining to the problem shall be given in writing to the Town Administrator within 7 calendar days from the day the Employee and the Union were informed of the decision. The notice shall specifically identify the basis for further action and shall state the grounds therefore.

16.5B-2 The Town Administrator shall review all of the facts, preferably with all parties concerned present, within 7 calendar days from the day the problem was submitted.

16.5B-3 The Employee, the Union and the Department Head concerned, shall be notified in writing of the decision reached.

16.5C Board of Selectmen.

16.5C-1 If the Employee or the Union feels that a further review is justified, notification to that effect and a statement of all facts pertaining to the problem shall be given in writing to the Board of Selectmen within 7 calendar days from the day the Employee or the Union was informed of the decision of the Town Administrator. The notice shall specifically identify the basis for further action and shall state the grounds therefore.

16.5C-2 The Board of Selectmen shall review all of the facts, preferably with all parties concerned present, within 14 calendar days from the day the problem was submitted to them.

16.5C-3 The employee, the Union and the Department head concerned, and the Town Administrator shall be notified in writing of the decision reached.

16.5D Personnel Board of Review.

16.5D-1 Should any employee or the Union feel, after completing stages A, B and C, that the decisions given therein justify further review, the employee or the Union may request that the matter be heard by a Review Board. A Review Board shall be brought into being only as needed on a case-by-case basis. The Board shall consist of one member appointed by the Employee or the Union, noted at time of submission; one member appointed by the employer or his/her designee who shall be appointed within the 7 days of grievance being filed at this level; and a third member who shall be a Resident of the Town of Plymouth, selected by the other 2 members. If the third member cannot be agreed upon, each member shall submit 5 names of individuals so qualified until agreement is reached. If no decision is reached within 30 days, the Union and the Town Administrator shall meet to determine the third party.

16.5D-2 Hearing before a Review Board shall be initiated by written request to the Town Administrator from the Employee or the Union for a hearing within 7 working days from receipt of the notice of the prior decision. The request shall be accompanied by a written statement of all facts pertaining to the problem, including specific allegation of error in prior decisions and the grounds therefore. The Town Administrator shall immediately undertake steps to have the Review Board established under Subparagraph (1). The Review Board shall hold a hearing within 7 working days form the date it is established.

16.5D-3 Any decision of the Board shall be in writing and rendered within 72 hours after the hearing. The Employee, the Union and the Selectmen shall be notified of the decision.

16.6 In applying this grievance procedure, the Review Board shall not have the power to add to, ignore, or modify any of the terms or conditions of this Agreement. The decision of the Review Board shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The Review Board shall not substitute its judgment for that of the parties in the exercise of the rights granted or retained by this Agreement.

16.7 The Review Board decision made in accordance with this Article, shall be binding on both parties. Any costs incurred in submitting a matter to a Review Board shall be split between the town and the Union.

16.8 Time limits applicable to the grievance procedure may be extended by mutual agreement of the parties in writing.

ARTICLE 17
NATURE OF THE AGREEMENT

It is acknowledged that during the negotiations which have resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties. This Agreement may be amended only by mutual consent of both parties.

ARTICLE 18
SAVING CLAUSE

If any portion of this Agreement is found to violate State Law or Town ordinance or is to be found unlawful and unenforceable by any Court or competent jurisdiction, or has the effect of loss the Town of funds made available through State or Federal law, rule or regulation, then such specific portion shall be amended to the extent necessary to conform with such law, rule or regulation; however the remainder of this Agreement shall continue in full force and effect. The parties agree to meet to negotiate only that portion affected, but neither party is required to make concessions to reach agreement.

ARTICLE 19
COST ITEMS

The Cost items contained in this Agreement shall not become effective unless and until approved by the Plymouth Town Meetings.

ARTICLE 20
ENTIRE AGREEMENT

The parties 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 exercise 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 and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both 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 supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein and together with any letters of understanding executed concurrently (or after) with the Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

ARTICLE 21
EEFECTIVE DATE; RENEWAL

This Agreement shall be in effect from July 1, 2011 through June 30, 2012. No provision in the contract shall be given retroactive effect or interpretation, except as expressly provided. By mutual agreement, the parties may extend the terms of this Agreement, with or without modification as may be agreed by the parties. Either party desiring to extend this Contract or to enter negotiations for a new Contract upon the expiration hereof shall give notice thereof at least 120 days prior to the Plymouth Budget Submission Date in the year following it's expiration.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed, on the dates indicated, by their duly authorized officials or representatives.

TOWN OF PLYMOUTH

By Its Selectmen:

DATED: 5/9/2011 _____

DATED: 5/9/2011 _____

DATED: 5/9/2011 _____

DATED: 5/9/11 _____

DATED: 5/9/11 _____

AFSCME, LOCAL 3380

DATED: June 6, 2011 _____

DATED: June 7th, 2011 _____

DATED: June 8th 2011 _____

DATED: _____ _____

DATED: _____ _____