AGREEMENT BETWEEN

THE TOWN OF PELHAM, NEW HAMPSHIRE

AND

LOCAL #3657

OF THE

AMERICAN FEDERATION OF STATE, COUNTY, MUNICIPAL EMPLOYEES

POLICE

Agreement 2014-2018

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ARTICLE I Preamble

1.1 This agreement made this 1st day of April, 2014, by and between the Town of Pelham, New Hampshire, hereinafter call the "Town', and Local 3657 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the "Union', arrived at as a result of collective bargaining negotiations, and may be modified only by such amendment hereto as shall have been reduced to writing and signed by the parties.

1.2 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Town and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by 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 of the parties at the time that they negotiated or signed this agreement.

ARTICLE II Recognition

2.1 The Town hereby recognizes the Union as the exclusive bargaining agent for the permanent, full-time patrolmen, sergeants, clerks/dispatchers, animal control officer, and records clerk for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment, and other conditions of employment.

2.2 Excluded from this agreement are temporary employees, probationary employees, part-time help, and the position of

Chief
Captain
Lieutenant
Secretary
Special Police Officer

The inclusion or exclusion in the bargaining unit of new personnel classifications established by the Town shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.

The exclusion of members from the unit for the purpose of assuming confidential status" shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.

ARTICLE III Management Rights

3.1 The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this agreement are retained in the sole discretion of the Town whose right to determine and structure the goals, purposes, functions, and policies of the Town without prior negotiation with the Union and without being subject to the grievance and arbitration procedures of this agreement shall include but not be limited to the following:

a. The right to direct employees; to determine qualifications, promotional criteria, hiring criteria, standards for work and to hire, promote, transfer, assign, retain employees in positions; and to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this agreement, including grievance and arbitration;

b. The right to relieve an employee from duty because of lack of work or other legitimate reasons;

c. The right to take such action as in its judgment it deems necessary to maintain the efficiency of Police Department operations;

d. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the Police Department operations are to be conducted;

e. The right to take such actions as may be necessary to carry out the missions of the Police Department in the case of emergencies;

f. The right to make rules, regulations, and policies not inconsistent with the provisions of this agreement and to require compliance therewith; and

g. The right to subcontract.

3.2 Nothing in this agreement shall be construed to limit the right of the Chief of Police or other supervisory personnel to command the Police Department as their judgment directs them in any and all emergency situations as they deem to be appropriate.

ARTICLE IV Union Rights

4.1 It shall be the right of the Union to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this agreement as a result of management exercising its rights as specified in Article III whenever such grievances exist.

ARTICLE V Maintenance of Membership

5.1 Each member of the bargaining unit, who, on the effective date of this agreement, is a member of the

Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union during the duration of this agreement; provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Union any time within twenty (20) calendar days prior to each annual anniversary date of his/her joining the Union thereafter.

5.2 Any employee who is in the bargaining unit and is not a member of the Union but wishes to have the Union represent them in grievances, shall assume full financial responsibilities as to the actual costs of processing the grievances. Collection of such fees shall be the sole responsibility of the Union.

5.3 Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Town harmless in any such dispute.

ARTICLE VI Dues Deduction

6.1 Upon individually written authorization by a Union member covered by this contract and approved by the Union President, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made each pay period provided however, that if any employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said employee for that pay period. The Town shall send the amount so deducted at least one time per month to the Treasurer of the Union. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

ARTICLE VII Probationary Period and Seniority

7.1 Newly hired employees shall be on probation from date of hire until six (6) months after graduation from the Police Academy, but under no circumstances shall the probationary period exceed one (1) year except employees who are hired and are not required to attend the Police Academy shall have a six (6) month probationary period commencing at date of hire.

7.2 The Town and the Union recognize seniority in total time with the department and in rank or grade. Department seniority, whenever used in this agreement shall mean total time with the department commencing with the date of hire. Classification seniority, whenever used in this agreement shall mean time spent in rank or grade commencing with date of appointment or promotion. In the event two or more employees have the same date of hire or entry into classification, a coin flip shall determine who is the senior employee.

7.3 In the event of a reduction in force it is the intent of the parties that the senior employees will be retained provided they are capable of performing the duties in question. Accordingly, employees so reduced will be permitted to displace lesser seniority employees in a lower classification provided the senior employee is qualified to perform the duties of the classification.

7.4 Employees who resign or who are discharged and whose discharge is not overturned by appropriate authority shall lose all seniority.

ARTICLE VIII Promotions and Transfers

8.1 It is agreed that the Town will utilize to the maximum extent possible the skills and talents of its employees and will normally fill position vacancies by promotion from within the Department insofar as the practice is feasible. However, the Town retains the option of choosing alternative methods of filling vacancies.

8.2 Whenever a vacancy is to be filled from within the department, the Town shall have the right to fill such vacancies on the basis of the applicant's qualifications for the position as determined by the Town in accordance with a comprehensive testing procedure. Said testing procedure shall consist of four (4) parts and each part shall count as follows:

a. Written examination designed to assess the applicant's knowledge of features of the position sought, such as law, policy and procedure, supervision and management, practice, and judgment. (20 percent)

b. Oral examination by a board made up of three (3) representatives chosen by the Chief of Police from other police departments. (20 percent)

c. Field evaluation, which may consist of judgment testing or staff evaluation. (35 percent)

d. Assessment Center evaluation and/or performance review. (25 percent)

e. The top three candidates as determined by this procedure will be interviewed by the Chief of Police.

8.3 Jobs to be filled by promotion shall be posted on the department bulletin board for a period of fourteen (14) days prior to the filling of the vacancy.

8.4 Job posting shall include the information of rank or title and rate of pay, job specification and a statement as to whether or not job has a permanent rating.

8.5 Employees who are absent for any reason during the posting period shall automatically be placed on the list for consideration for the position(s); provided however, that such employees may, at his/her discretion have his/her name removed from the list within five (5) work days of returning to work.

8.6 An employee who is promoted to a higher-level position shall be placed in a probationary status for a period not to exceed six (6) months in the higher-level position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not able to satisfactorily perform the higher-level duties, then he/she shall be reduced in status to the same classification, pay grade and pay step as he/she had obtained prior to promotion.

8.7 Promotions and/or transfers shall not be made due to political reasons and an employee must have

completed a minimum of one (1) year continuous service within this agency in order to be eligible as a candidate for a promotion or transfer to a special assignment.

8.8 The above procedure shall be followed in all promotions or transfers of unit members to another rank or grade within the department. Employees of the department who compete for entry-level positions of dispatcher or patrolman shall be subject to the same testing procedures as candidates from outside the department.

8.9 Hires from outside the department may be placed on a step within the appropriate labor grade that is commensurate with their combined experience and education, so long as it is below the top step.

8.10 A promotion is defined as a personnel action that moves an employee to a higher labor grade with a new position title. Promotions shall result in a pay increase of not less than five percent *(5%)* when placement on the new labor grade is completed.

8.11 Master Patrolman is a level of Patrolman that recognizes, by placement on a higher labor grade, that an officer has served as a police officer in the Town of Pelham for at least five (5) years and has passed a written Master Patrolman's examination, and has passed the physical agility test/standard by the NH Police Standards and Training Council. The physical agility test is given every three years. A Master Patrolman who fails to pass the test in any year shall revert to Patrolman and be placed on the Patrolman labor grade at the step at which he/she would have been if the officer had continued uninterrupted on that labor grade without ever serving as a Master Patrolman.

8.12 Members regularly assigned as Detectives and Prosecutors will receive a five percent (5%) increase from their base pay while performing that work.

ARTICLE IX Hours of Work and Overtime

9.1 The normal work schedule for sergeants and patrolmen shall be four (4) eight hour days on duty followed by two (2) days of rest, except that under emergency conditions in order to properly fill shifts with existing personnel, days of rest may not be consecutive.

a. The officers assigned as Prosecutor, Detectives, School Resource Officer and Traffic Enforcement Officer will work a 5-2 work week five days on duty followed by two days rest within each pay period; except that under emergency conditions days of rest may not be consecutive.

b. In consideration of a. (above), the officers assigned as Prosecutor, Detectives, School Resource Officer and Traffic Enforcement Officer will receive seventeen (17) additional regularly scheduled days off during each calendar year to equal the normal schedule for patrolmen and sergeants under Article IX, Section 9.1.

c. Up to five (5) unused days by the Prosecutor, Detectives, School Resource Officer and Traffic Enforcement Officer at the end of the calendar year may be carried over to the next calendar year but must be used by April 30 of the next calendar year. Carry over days not used by April 30 of the respective year shall be forfeited. If the employee is unable to use

the carried days, they shall be paid by the Town provided documentation by the Chief of Police is provided indicating the workload was too great to permit the time off.

9.2 The normal work schedule for unit members other than sergeants and patrolmen shall be five *(5)* eight hour days on duty followed by two (2) days of rest. Under emergency conditions, in order to properly fill shifts with existing personnel, days of rest may not be consecutive.

a. The schedule of the records clerk shall be established formally and communicated in writing to the employee. Such schedule may be changed only with a similar notice of two weeks.

b. The officers assigned as detectives will be assigned to flexible hours of work during each pay period dependent upon the caseload of investigation, interview scheduling, etc. Each pay period, the detectives' hours of work will be arranged between those officers and the Chief of Police.

c. The Town may, during the duration of the contract, change the existing *5-2* schedule for all Dispatchers to the following 4-2 schedule after giving a thirty (30) day notice to the employees and the Union.

The normal work schedule for Dispatchers shall be four (4) eight hour days on duty followed by two days of rest, except that under emergency conditions in order to properly fill shifts with existing personnel; days of rest may not be consecutive.

9.3 All unit members will report for duty in full uniform not less than fifteen (15) minutes prior to the start of their scheduled eight-hour shift of work.

9.4 The work week is defined as beginning at 12:01 A.M. Sunday and ending at 12:00 Midnight on the following Saturday.

9.5 All hours worked outside of the regularly scheduled shift shall be paid at 1.5 times the employee's hourly rate.

9.6 The following shall not be counted in determining the number of hours worked for the purpose of computing overtime pay:

a. The fifteen-minute segment referred to in Paragraph 9.3 above.

b. Time spent on outside or private work details.

9.7 Except in an emergency, overtime and outside details will be limited to a total of thirty (30) actual working hours in excess of forty in any one work week, not more than twenty-four (24) of which may be overtime hours.

9.8 Employees classified as Dispatcher will be paid time and one-half for hours worked on a holiday.

9.9 Employees who are required by subpoena to appear in court at times other than their regularly scheduled hours of work shall receive time and one-half for each such appearance. A minimum of three (3) hours at 1-1/2 times regular rate will be paid. Employees will sign over any subpoena or witness fees to the Town in partial reimbursement for this compensation.

9.10 Employees who are called back to work after having left work shall receive a minimum of three (3) hours work at overtime rates, as provided in 9.5 unless the time extends to his regular work shift or unless the individual is called back to rectify his own error.

9.11 Overtime will be offered on a rotating basis to sworn police officers with the objective being an equal opportunity for such employees to obtain overtime compensation.

9.12 Shift assignments shall be made semi-annually during the months of April and October.

Seniority shall be a strong determining factor in the employee's preference of shifts; however, it shall not be the sole factor. Final shift approval is at the discretion of the Police Chief.

Probationary employees may be assigned to any shift.

Shift assignments shall not be used as a means of disciplining employees.

Shift assignments shall be posted twelve (12) days prior to their effective date, unless mutually agreed upon.

9.13 Shift Differential

Employees assigned to the early morning (11-7) shall receive an additional payment of fifty cents (.50) per hour.

9.14 Shift Swap

Each employee in the bargaining unit will be allowed to exchange work time, so-called "shift swap" with pay, for a shift in which s/he is able to secure another employee to work on his/her hours of work. Swaps may be granted provided:

a. Such swaps or exchanges are made only after the approval of the Department Head or a designee.

b. Such swap shall not impose an additional cost to the town with regard to payment of additional salaries and wages or any other form of compensation.

c. The employee initially assigned the shift which is being swapped shall be responsible for the shift being covered.

ARTICLE X Wage Rates

10.1 New Hires shall receive a performance appraisal at the completion of the probationary period for the purpose of achieving permanent status. If the performance appraisal does not result in an extension of the

probationary period or termination, the employees shall receive a one-step increase upon the completion of one year of service. This step shall be granted regardless of a collective bargaining agreement being in place.

10.2 Effective April 1, 2014, all employees on role (hired prior) as of 4/1/14 shall receive a 2% cost of living adjustment (COLA). In addition, employees CAPRINO, CHASE, CUNIO, DEROCHE, DONOVAN, GONZALES, KASISKE, KELLY, LOCKE, MANNION, MONTANO, PICKLES, RIZZO AND PERRIELLO, taking medical insurance coverage on the "Comp 1000 plan" with supplemental benefits to approximate the JW plan, shall receive 1 week's salary at their rate of pay as of 4/1/14 in recognition that the Comp 1000 as described will no longer be offered them. Effective April 1, 2015, all employees shall receive a 1.5% COLA. In addition, all employees shall receive two (2) week's salary (at their rate of pay as of 4/1/15) in recognition that the "Comp 1000 plan", as previously described, will no longer be a medical insurance option offered by the Town. Effective April 1, 2016, all employees shall receive a 2% COLA. Effective April 1, 2017, all employees shall receive a 2% COLA.

ARTICLE XI Holidays

11.1 In each calendar year, there shall be eleven (11) paid holidays for the unit members of the Pelham Police Department.

New Year's Day
Presidents Day
Labor Day
Martin L. King's Birthday
Memorial Day
Fourth of July
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas

11.2 A single lump sum payment equivalent to eleven (11) days of straight time pay will be made to each eligible employee on the first pay period in December of each year.

11.3 When an employee terminates employment for any reason, he/she shall receive payment for all holiday pay due up to the time of termination.

11.4 For each hour or portion of an hour actually worked on Christmas Day, employees shall be paid at 2 X base hourly rate.

ARTICLE XII Earned Time

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

A. Coverage

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

Years Service	Accrual Per Hour	Per Month	Annual Days
O thru 5	.092	2.0	24
6 thru 10	.111	2.416	29
After 10	.138	3.0	36

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

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

B. Usage

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

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

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

Years of Service	Minimum Usage per Year*
0 thru 5 years	12 days
6 thru 10 years	15 days
After 10 years	18 days

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

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

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

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

C. Sick Leave Pool

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

2. Pool Days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.

a. Use of Pool Days may begin on the ~~sixth~~ fourth consecutive work day absence due to illness, injury, or other disability

b. A physician's report must accompany the request to use Pool Days.

c. It is not necessary to use up all Earned Days before using Pool Days.

d. The employee may continue using Pool Days until his/her Pool is exhausted, or until no longer disabled.

e. Periodic doctor's reports may be required.

f. The maximum Pool Day accrual is 300 days (i.e., the maximum conversion of Earned Days is 100, which would convert to 300 Pool Days). If Pool Days are used, or if an employee wishes to add to his/her Pool Days, more Earned Days may be added each July (to a total of 300). Earned Time Days may not be converted to Pool Days at any other time.

g. An exception to 2a. above regarding use of 3 Earned Days to access the Sick Leave Pool may be granted when:

- An employee returns to work after using sick pool days but is disabled again within 10 working days of return.
- The disability is from the same cause as the original sick pool usage.
- The disability is certified by a physician to be the same as the original use.
- Under these circumstances, the Board of Selectmen may grant an exception to the 3 Earned Time Day requirements.

D. Termination

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

ARTICLE XIII Bereavement Leave

13.1 Bereavement leave with pay up to three (3) working days between the date of death and date of the funeral, inclusive, shall be granted to an employee in the event of the death of his/her:

Spouse	Father	Mother	Grandmother
Sister	Brother	Child	Grandfather
Mother-in-law	Father-in-Law	Step Child	Step Parent

Relative or ward domiciled in the employee's household.

13.2 In the event of death of a person not specified in Section 13.1 above, but who is related to the employee either by blood or marriage, excluding cousins, the employee shall be granted one (1) day of leave on the date of the funeral.

ARTICLE XIV Union Leave

14.1 A reasonable number of employees who act as representatives of the Union shall be given a reasonable opportunity to meet with the Town or its representatives during working hours without loss of compensation or benefits. An aggrieved employee or a Union representative may present a written grievance to the Town or its representative during working hours without loss of compensation or benefits.

14.2 Two (2) Union employees shall be granted a leave of absence with no loss of pay, not to exceed one (1) work day each per year, if elected as delegates to attend either the AFSCME International Convention, New Hampshire Public Employee's Council #93 Convention or the New Hampshire State Labor Council Convention.

ARTICLE XV Unpaid Leave of Absence

15.1 A. Employees are allowed up to twelve (12) weeks of leave without pay, in each twelve (12) month period, for reasons provided for under the Family Leave Act of 1993 (FMLA) i.e. (a) the birth of the employee's child, (b) the placement of a child with the employee for adoption or foster care, (c) caring for a spouse, child or parent in the event of a serious health condition, or (d) inability of the employee to perform the functions of his or her job because of a serious health condition. All definitions within this section shall correspond to those in the Act and its regulations.

B. To the extent possible the portion of extended leave of absence (FMLA) taken for the reasons cited in Section A above shall be charged to available Earned Time. Such Earned Time shall, be used from the on-set of the extended leave of absence (FMLA). Sick Leave Pool Days may also be available under the conditions described in Article XLI Sec. C.2.

C. During the twelve (12) week period of leave, the employee's insurance benefits will be maintained in a manner identical to that in effect for "active" employees and the employee's service credit and position will not be affected by such leave.

D. After twelve (12) weeks has elapsed, the employee's employment status will be continued by: 1) return to duty, 2) medical evidence clearly stating the employee's inability to return to assigned duties and the use of benefits provided for in this Agreement.

E. The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this Article of the Agreement.

15.2 Employees injured in the course of their work are eligible to make application for Worker's Compensation insurance. If the injury causes lost time, the employee will continue to receive payment from the town under compensated absence (i.e. the first three days will be charged to the employee's earned time and after three days will be paid under sick pool). This practice will continue until disposition is made by the Worker's Compensation insurance carrier.

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

If the case is approved under Worker's Compensation, the employee will begin to receive payments from the insurance provider in accordance with State Statute. The town will provide a check for the difference between what is received on a tax free basis from the insurance provider and the gross payment they would normally receive in their regularly scheduled work week. From that town payment, deductions will be taken (in order) taxes, retirement, medical & dental and any Union dues. The compensated absence time will be reinstated to the employee's account should they choose to purchase it with retroactive payments made by the insurance carrier. In no instance shall any employee receive less than one hundred dollars ($100) per week.

ARTICLE XVI Grievance Procedure

16.1 A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

16.2 A grievance to be considered under this procedure must be initiated in writing by the employee within seven (7) business days of its occurrence or from the time the employee knew or should have known of its occurrence. The following matters are excluded from the Grievance Procedure:

a. Any matter for which a specific method of review is prescribed by law.

b. Any matter which according to law, is beyond the scope of the authority of the Town Administrator or limited to the unilateral action of the Town Administrator alone.

c. Any grievance for which the grievant's or grievants' organization representing such grievant has not in writing waived the right, if any, to submit the grievance to any other administrative or judicial tribunal.

16.3 Failure by the Town Administrator or his/her agent to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant in any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

16.4 No reprisals of any kind will be taken, by the Town Administrator or employees, against any party in interest or other participant in the grievance procedure. Any party in interest may be represented by counsel.

16.5 An individual member of the bargaining unit may present an oral grievance to his employer without intervention of the exclusive representative. Until a grievance is reduced to writing, the Union shall be excluded from a hearing if the employee so requests; but any resolution of the grievance shall not be inconsistent with the terms of this agreement.

16.6 Procedure

Step 1 --- Any employee who has a grievance shall submit it first in writing to the Chief in an attempt to resolve the matter. The grievance must: (a) specify the person allegedly causing the grievance; (b) the time and place of the action being grieved; (c) the nature of the grievance; (d) the language of this agreement which has allegedly been violated or misapplied; (e) the specific injury or loss which is claimed; (f) the remedy sought.

The Chief shall hold a hearing within seven (7) business days of receipt of the written grievance and shall render a decision no later than fourteen (14) business days following receipt of the written grievance.

Step 2 --- If the grievance is not resolved to the grievant's satisfaction at Step 1 an appeal may be filed with the Town Administrator in writing within seven (7) business days of the receipt of the decision at Step 1. All documentation presented at Step 1, along with Step 1 decision shall accompany the appeal to the Town Administrator. The Town Administrator shall hold a hearing within thirty (30) days of the receipt of the appeal from Step 1 and shall render a written decision no later than fifteen *(15)* days following the hearing.

Step 3 --- If the employee or the Union on behalf of an employee is not satisfied with the decision of the Town Administrator, he/she may file, within ten (10) workdays following the Town Administrator's decision, a written appeal with the Board of Selectmen setting forth specific reasons why the employee or the Union believes the Agreement is being violated by the Town action in question. Within thirty (30) workdays following receipt of the appeal the Board of Selectmen shall either issue a written decision or schedule a heating. Said hearing shall be held no later than thirty-five *(35)* workdays following receipt of the appeal and written decision shall be rendered within five *(5)* workdays thereafter. These time frames may be extended by mutual agreement.

Note: If the Union is not satisfied with the disposition of the grievance or no decision has been rendered by the Board of Selectmen within forty (40) working days after they received the

grievance and prior to submission of the grievance to arbitration representatives of the Union and management may, by mutual consent, meet to determine if the grievance can be settled without arbitration.

If the decision of the Selectmen does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Union notifies the Town Administrator of such request, within ten (10) days of receipt by the Union of the Selectmen's decision. The following procedure shall be used to secure the services of an arbitrator.

a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days following the date the request for arbitration was received by the Town Administrator, the Public Employee Labor Relations Board (PELRB) will be notified by either or both parties and requested to submit a roster of persons qualified to function as arbitrator.

b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, the Public Employee Labor Relations Board (PELRB) will appoint an arbitrator.

c. Neither the Town Administrator nor the Union will be permitted to assert any ground or evidence before the arbitrator, which was not previously disclosed to the other party.

d. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall be bound by and must comply with all of the terms of this agreement. He shall have no power to add to, delete from, or modify in any way the provisions of this agreement. The arbitrator may award a "make whole recommendation", but may apply no penalty payments.

e. The decision of the arbitrator shall be final and binding on the parties.

f. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne by the losing party. The arbitrator shall designate a losing party for the purpose of fulfilling this requirement. Any other expense shall be paid by the party incurring the same.

ARTICLE XVII Disciplinary Procedures

17.1 The purpose of this General Order is to establish a uniform procedure concerning informal and formal disciplinary practices within the Pelham Police Department and to outline the process by which discipline shall be administered in a uniform, objective, constructive, and just manner.

17.2 It is the policy of the Pelham Police Department is to impose disciplinary action fairly and impartially and to offer adequate appeal procedures to ensure that the rights of employees are protected.

Discipline is a process of imposing formal sanctions which will help train or develop an employee, preferably through constructive rather than punitive measures. Discipline in the department involves reward of employees, training, counseling, and as a last resort, punitive action. Discipline should be handled and administered in as timely a manner as possible.

17.3 DEFINITIONS

A. **Verbal Warning** - The first step of formal discipline used to address minor infractions or issues informally while retaining sufficient structure and documentation to ensure mutual understanding and to form a basis of further corrective action if that becomes necessary. A record may be placed in the employee's personnel file reflecting only the date and time of the warning and the reason therefore.

B. **Written Warning**- A formal, more structured means of addressing identified performance problems or inappropriate behavior. A record will be placed in the employee's personnel file reflecting only the date and time of the warning and the reason therefore.

C. **Suspension without pay**-Formal discipline to address serious infractions of rules, regulations, procedures, or routine practices, chronic infractions of less-serious rules, regulations, procedures, or routine practices, and problems which have not been resolved by less-severe corrective action. A record will be placed in the employee's personnel file reflecting only the date and time of the suspension and the reason therefore.

D. **Discharge**-The final stage of discipline used to separate from the Department from those members whose behavior or technical performance falls below acceptable standards and/or who have violated a serious rule, regulation, procedure, or routine practice. A record will be placed in the employee's personnel file reflecting only the date and time of the discharge or termination and the reason therefore. The employee will be given a statement outlining the reason, effective date, and the status of any benefits upon discharge or termination.

E. **Personnel File**-A member's confidential file held by the Chief of Police which contains performance evaluations, recognition/commendations, disciplinary action, payroll changes, emergency contact information and other miscellaneous paperwork regarding a member's employment. A personnel file DOES NOT include medical documentation.

F. **Performance Evaluation**-A written assessment of a member's performance designed to clarify performance expectations and provide guidance concerning duties and responsibilities, identify career development needs, training needs, and establish a means of measuring the extent to which standards of performance have been attained. Any counseling and or training may also be noted in an employee's performance evaluation. Infractions shall only be reported on the evaluation for the year that they occurred. However, they may be referred to again due to a subsequent infraction or to show positive improvement.

17.4 PROCEDURE

Prior to formal discipline and when appropriate supervisors should use counseling and training as forms of discipline prior to formal contractual based discipline. Counseling and training may be documented in an employee's performance evaluations and will not be specifically documented in their personnel file.

17.5 TRAINING AS A FUNCTION OF DISCIPLINE

A. Training regardless of the method, is critical to any disciplinary system, and should be considered part of that system. Training is normally a continuous process, which frequently goes undocumented.

B. INFORMAL TRAINING: Is usually brought about by poor work performance or minor deviations from acceptable standards. Any documentation of informal training is left to the supervisor providing the training. Usually undocumented, informal training should consist of:

1. Direction, explanation, instruction and clarification;

2. Revelation of new information;

3. Correction and guidance;

4. Examples.

C. FORMAL TRAINING: May be required when a supervisor encounters repeat offenses, continued poor performance, or when aberrant behavior patterns begin to form. This type of corrective action will always be documented.

D. Compulsory/ Remedial Training may be justified when a supervisor feels that the required training exceeds their personal capabilities. Examples of such training might include, but not be limited to:

1. Firearms handling and proficiency;

2. Driver improvement;

3. Report writing;

4. When complete, the results of any such training will always be documented.

17.6 COUNSELING AS A FORM OF DISCIPLINE

A. DEPARTMENTAL COUNSELING is generally an informal interview between a supervisor and a member. Counseling by an immediate supervisor frequently takes the form of coaching to assure that a member functions within accepted parameters. Supervisors will normally restrict this informal counseling to matters, which pertain to routine disciplinary activity. These interviews should remain confidential, and the purpose is to:

1. Determine if a member is experiencing personal or professional problems, whether real or perceived, that impact upon their professional behavior, or which contribute to lowered work efficiency and morale.

2. Attempt to identify any possible solutions to the member's problem.

B. A request for counseling may be initiated by either the member or the supervisor.

C. If a remedy or solution cannot be found, the supervisor should:

1. Recommend an interview between the member and the Division Commander for possible resolution;

2. Recommend to the Division Commander that an interview with the Police Department Chaplain take place;

3. Recommend to the Division Commander that outside, professional counseling take place.

D. FORMAL COUNSELING

1. There exists a possibility that a member's problem may exceed the ability of the supervisor to effectively handle. If the departmental counseling lacks the resources and ability to provide a remedy, outside counseling should be made available to the member.

2. Should professional counseling services be deemed necessary for the good of the member and the department, the Chief of Police may order the member to participate in the necessary counseling program. Any cost for mandated counseling will be at the expense of the department.

3. The purpose, progress and apparent effect of counseling shall be recorded and maintained by the counselor with a copy of said report kept in the member's personnel file.

17.7 FORMAL DISCIPLINE

A. After training and counseling, the acknowledged sequence of formal discipline normally occurs in the following order:

1. Verbal warning;

2. Written warning;

3. Suspension without pay;

4. Discharge.

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

C. All suspension and discharges must be stated in writing and the reason(s) stated and a copy given to the employee(s) and the Union.

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

E. The Chief of Police has discretionary authority to remove records of verbal and written warnings from departmental personnel files. Records of suspension shall not be removed.

F. All complaints against the Pelham Police Department or its employees will be investigated to include anonymous complaints. Although anonymous complaints can be difficult to investigate the Pelham Police Department will carefully review each compliant for validation before disregarding it for lack of credible complainant.

G. Notice of all complaints, including anonymous complaints, to an employee from the Chief of Police, or his/her designee, shall be in writing setting out the nature of the complaint, the date and time of the alleged offense and the name (if available) of the individual filing the complaint.

H. Any disciplinary action based on the complaint shall be subject to the disciplinary and grievance articles of the collective bargaining unit's agreement.

I. At no time will complaints of any nature be kept in the employee's personnel file. Complaints/investigation shall be kept in a separate file in administration. The only documentation that will be kept in a employees personnel file are complaint/investigations findings and discipline associated. The employee will be notified via a confidential memo of said documents being placed in their personnel file.

J. When a supervisor takes disciplinary action against a member not routinely assigned to him/her, the supervisor must, at the earliest time possible, brief the member's regular supervisor of the matter and the action taken.

17.8 PUNISHMENT AS A FUNCTION OF DISCIPLINE

A. Punishment is not intended to be the first course of action taken, unless circumstances dictate its necessity.

B. Informal Punitive Actions: Actions dealing with member misconduct.
   1. An undocumented response to member wrong doing; the traditional "chewing out" or "verbal reprimand" for minor violations.

C. Formal Punitive Action: Is justified when -

   1. The described misconduct continues unchanged, despite informal supervisory attempts to correct;

   2. Patterned misconduct results from minor or moderately serious violations;

   3. When misconduct is intentional, deliberate or willful, or which violates departmental rules and regulations, standards, or basic operating procedures;

   4. Whenever the nature or consequences of a violation are serious enough to warrant formal action;

   5. Whenever the Chief of Police orders disciplinary action.

D. Only supervisory personnel are authorized to take punitive actions against a member. However, this is not intended to discourage subordinates from reporting instances of misconduct.

E. Punitive actions initiated by a supervisor shall be limited to:

   1. Generating and delivery of oral reprimands;

   2. Generating and delivery of written reprimands;

   3. Recommendation for transfer from assignment;

   4. Recommendation for suspension from duty;

   5 Recommendation for reduction in rank;

   6. Recommendation for dismissal from service.

F. In addition to the above, the Chief of Police has the authority to suspend an employee up to two (2) days for infractions of the general orders. Suspensions longer than two (2) days or terminations shall only be authorized by the Board of Selectmen.

17.9 EMERGENCY SUSPENSIONS

A. Ranking supervisory personnel may recommend an emergency suspension, or enact an emergency relief of duty, when circumstances are serious, and dictate that it is in the best interest of the department that such action be taken. This type of suspension is temporary in nature.

B. The Chief of Police retains authority to override an emergency suspension or relief from duty when it is found that conditions requiring such a suspension no longer exist, or the suspension is found to be without basis or justification.

C. Emergency suspensions or relief from duty may be warranted when:

1. A member is deemed physically or psychologically unfit to perform their assigned duties;

2. The seriousness of the conduct is such that a supervisor deems it is in the best interest of the department, the member, and/or the community;

3. It is deemed necessary during the course of an Internal Affairs Investigation. For further information see General Order entitled "Internal Affairs".

D. As soon as practical, an emergency suspension will be reported to the Chief of Police or his/her designee, and the member's immediate supervisor.

E. Nothing contained herein is intended to limit any supervisor from taking immediate corrective action, to send home, or to temporarily relieve from duty, any member found to be grossly negligent or insubordinate in the performance of their duties, and/or in violation of State, Federal, or local law, departmental rules, regulations, general orders, policies or procedures.

17.10 NOTIFICATION TO POLICE STANDARDS AND TRAINING COUNCIL

A. Consistent with New Hampshire Police Standards and Training Council Rule 502.01, the Chief of Police or his/her designee shall notify the Council immediately of any of the following events:

1. The arrest of any full-or part-time officer for a felony or misdemeanor (arrests shall be reported on Council Form G, Report of Arrest of a Police Officer);

2. The dismissal of any police officer;

3. The forced resignation of any police officer (dismissals and forced resignations shall be reported on Council Form B, Employee Status Notification);

4. Any suspension of a police officer of more than ten (10) days' duration (such action shall be reported in writing and shall include a synopsis of the facts alleged with copies of rules or regulations violated).

17.11 PROBATIONARY EMPLOYEES

Probationary employees shall be dismissed, suspended, or otherwise disciplined according to the foregoing. The only difference is that a probationary employee has no right of appeal.

17.12 JUST CAUSE

A. All levels of discipline applied should be evaluated against the established legal standards of Just Cause.

B. A disciplinary action shall be considered reasonable and appropriate when it meets the following criteria:

1. The member had reasonable forewarning of the possible disciplinary consequences of his/her conduct;

2. The rule, regulation, procedure, or routine practice at issue is reasonably related to:

   a. The orderly, efficient, and safe operation of the Department;

   b. A reasonable expectation of the member's performance.

3. A reasonable effort and/or investigation has determined that the member has, in fact, violated a rule, regulation, procedure, or routine practice;

4. The effort was reasonable, fair, and objective;

5. A preponderance of evidence or greater shows the member committed the violation alleged;

6. The rule, regulation, procedure, or routine practice at issue is applied consistently and even-handedly;

7. The degree of discipline invoked is reasonably related to the seriousness of the proven offense and the overall performance of the member.

ARTICLE XVIII Uniforms

18.1 Upon initial employment, each unit member shall be provided with the prescribed uniform of the department, according to their rank classification.

a. The Town agrees to revise the uniform list to provide for a winter coat, leather jacket, and windbreaker.

b. The Town agrees to provide to all duty officers (sergeants and patrolmen) bulletproof vests. Such vests will be purchased under the following conditions:

   1. The style and type are approved by the Chief of Police

      Upon purchase, the wearing of such vests shall be a requirement of such personnel.

c. Bullet proof vests will be replaced every five (5) years.

d. Dispatchers will be provided with a windbreaker, with lining, and a sweater for on-duty use.

18.2 All equipment and clothing issued by the Pelham Police Department shall be the property of the Pelham Police Department and shall be returned to the Town upon termination of employment for any reason. Failure to return such items may, at the discretion of the Chief, result in the terminating employee being responsible for repayment, at original value, for all such uniforms and equipment to the Town.

18.3 All equipment and clothing issued by the Pelham Police Department shall be kept clean and well maintained. The Town will replace or repair any required uniform or Town issued property which is

destroyed in the line of duty. Also, required uniform clothing will be replaced by the Town upon approval of the Chief of Police or his designee when worn out. The decision to repair or replace the required uniform or issued property is the sole discretion of the Town. Unit members are responsible for all uniform and equipment maintenance, however, a cleaning allowance will be provided, on April 1st each year, to unit employees in accordance with the schedule as outlined below. Such cleaning allowance shall be used exclusively for the cleaning of clothing provided by the Town:

Employee Job Category	
Sergeants and Patrolmen	$650 effective 4/1/14
Dispatchers	$575 effective 4/1/14

18.4 A clothing allowance for Detectives of $500.00 and for the Prosecutor of $700.00 per year shall be provided. Payment is in the form of reimbursement for expenses and shall be made upon presentation of paid work related clothing receipts to the Chief. It shall be considered the same as a uniform allowance reimbursement.

ARTICLE XIX Safety

19.1 The Town shall have the right to make regulations for the safety and health of employees during their hours of employment. Representatives of the Town and Union may meet at the request of either party to discuss such regulations.

19.2 Any member who chooses to perform and pass the minimum requirements for that individual's age and gender classification, on an annual basis; the New Hampshire Police Standards and Training Council's physical fitness entrance exam shall receive eight hundred dollars ($800.00) unless such test is taken in the same year the employee is required to pass such test to maintain certification. The test shall be conducted at the Pelham Police Department and satisfy the requirements of employees required to pass said test every three years. The provisions of this article are intended to act as an incentive and any member who attempts to pass it and fails shall not be subjected to discipline nor deemed unfit for duty (i.e. will not be de-certified). Testing will be the first Saturday in April and the first Saturday in October of each year. All employees are encouraged to take the test to maintain physical fitness but must declare, prior to the test, if they are qualifying for the incentive which can only be once each calendar year. Those passing the test will receive the incentive payment no later than the last paycheck of the month the test was passed.

ARTICLE XX Bulletin Boards. Expense Reimbursements, Patrol Cruisers

20.1 Bulletin Boards

The Town shall provide space for union bulletins at places and locations where notices are usually posted by the Department for employees to read. All notices posted on such boards shall be on Union stationary signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted

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

20.2 Expense Reimbursement

Employees may be reimbursed for reasonable expenses when authorized by the Chief of Police, which are incurred while carrying out official business of the Town. Reimbursement for use of personal vehicle for business of the Town shall be at the per mile rate of thirty-two cents (32~).

20.3 Patrol Cruiser Equipment

As patrol vehicles are replaced, they shall be equipped with AM/FM radios and air conditioners by the Town, and every effort shall be made to maintain said equipment in working order.

ARTICLE XXI Residency Requirement

21.1 All employees of the Department are required to live within a twenty (20) mile radius of the Police Station.

ARTICLE XXII Hospital/Medical Insurance

22.1 Hospital/Medical Insurance

a. The Town will continue to provide a Hospital/Medical Insurance Plan for eligible bargaining unit members for single, 2-person and family coverage for the Matthew Thornton $5 co-pay per visit HMO-NE plan.

Employees enrolled in either plan shall pay a weekly contribution toward their plan of $ 12.70 for the single plan, $25.36 for the tw0-person plan and $34.25 for the family plan. These rates will remain the same for the duration of this agreement.

After the expiration of the current contract, the Town shall not deduct any increase in the premium payment beyond the deduction permitted herein until a successor agreement is executed.

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

22.2 At its sole option, the Town may change insurance carriers, so long as the benefits to be provided are equal to, or greater than the aforesaid plan.

22.3 Waiver of Hospital/Medical Insurance Benefits

Employees who would otherwise be eligible for Town Hospital/Medical Coverage, who elect Health Insurance Coverage under their spouse's plan, or another comparable insurance plan, will be eligible

for compensation in lieu of the Town's Health Insurance Plan. Eligible employees will be compensated six thousand ($6,000.00) dollars per year for waiver of the benefit.

A. To be eligible for this benefit employees must meet the following criteria:

1. Have and show proof of their coverage in a comparable plan.

2. Initially, attend informational seminar to explain the effect of this waiver.

3. Sign a "waiver of insurance" form discontinuing health insurance coverage with the Town.

ARTICLE XXIII Life Insurance

23.1 The Town agrees to provide life insurance coverage for each employee in the bargaining unit in the amount of Fifty Thousand Dollars ($50,000).

23.2 Life insurance coverage provided herein shall terminate upon termination of employment for whatever reason.

ARTICLE XXIV Dental Insurance

24.1 The Town agrees to provide a dental insurance program with coverage similar to that provided by the New Hampshire Municipal Association's Option I with Adult Orthodontics, Coverage A, B, C and D. Such program shall provide for a one thousand dollar ($1000) annual benefit per person with annual deductibles of twenty-five dollars ($25) per person and seventy-five dollars *($75)* per family.

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

ARTICLE XXV False Arrest and Indemnification Insurance

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

ARTICLE XXVI Strikes and Job Action

26.1 The parties acknowledge that strikes and other forms of job action by the public employees are unlawful. The employer is entitled to petition the Superior Court for a temporary restraining order, pending a final

order of the Public Employee Labor Relations Board in cases involving a strike or other form of job action. The employer may be awarded costs and reasonable legal fees at the discretion of the Court in such cases.

ARTICLE XXVII Outside Work Detail

27.1 In any event requiring the services of an off-duty officer, said officer shall be paid at the rate of forty-five 45.00 per hour.

27.2 Employees working outside details shall be paid a minimum of four (4) hours, unless the detail is offered at a lesser minimum of hours in advance of the assignment. In the event of cancellation of an outside detail, less than one (1) hour before the officer reports for duty, the minimum of four (4) hours will be paid.

27.3 Preference in assignment to outside details will be given to full-time employees. If full-time employees are unavailable, then temporary employees will be offered the detail. Reasonable notices of details shall be given.

27.4 When according to the conditions outlined in Section 27.3, a temporary employee elects to work the detail, he/she may not be "bumped" from that detail within forty-eight (48) hours of the commencement of the outside duty assignment.

27.5 Assignment to duties of Town related functions including but not limited to tax time, Town Meetings, school district meetings and elections shall not be considered assignment to an outside work detail.

ARTICLE XXVIII Education Incentive Payments

28.1 All employees who receive an Associate's Degree shall be paid seven hundred fifty dollars *($750.00)*. All employees who receive a Bachelor's Degree shall be paid one thousand dollars *($1,000.00)*. All employees who receive a Master's Degree shall be paid one thousand five hundred dollars *($1,500.00)*. The above payments shall be made to the employees the first pay period in December of each year. To be eligible for the payments, employees hired after the date of the signing of this agreement must hold degrees proffered by educational institutions having a traditional campus with resident students and primarily requiring two year and/or four year degree plans, and accredited by the New England Association of Schools and Colleges (NEASC). Employees holding degrees from other institutions may petition the Chief of Police for acceptance. The initial request for payment shall include a certified copy of the transcript. Regardless of these requirements, employees already receiving education incentive payments on the date of signing of this agreement shall continue to receive them.

28.2 Employees who avail themselves of more than $1,000.00 of tuition assistance shall not be eligible to receive the education incentive bonus for a period of three (3) years after the date of the last tuition assistance payment. Employees who currently receive education assistance bonuses and who enroll in the tuition assistance program shall not be paid the education incentive payment for any year in which tuition assistance checks are received.

28.3 The Tuition Assistance Program shall commence April 1, 2003.

A. Funding. The Chief of Police may include in his annual budget request an amount not to exceed three thousand dollars for tuition assistance for full time employees pursuing college degrees at a school accredited by the New England Association of Schools and Colleges (NEASC) and having a classroom campus within reasonable driving distance of Pelham.

B. Application.

1. All requests for tuition assistance for the coming budget year must be submitted to the Chief of Police by June 30 of each year. The Chief shall be the sole determiner of which applicants are to be included in that year's $3,000.00 allocation for the budget submission.

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

C. Payment.

1. Employees who were approved for tuition assistance by inclusion in the budget request will register for and pay all costs of completing the course. When the final grade report has been received and the final grade is C+ or better (or "pass" for a pass/fail course), the grade report may be presented to the Chief of Police who will authorize reimbursement of one half (50%) of the tuition paid for that course. Costs of books and other fees are not covered by this program.

ARTICLE XXIX Longevity

29.1 Each employee upon reaching five (5) years of service within the Department shall receive on the first payday in December, a longevity bonus equal to $250.00 for 5 years service and $50.00 per year for each additional year of service beyond.

29.2 At the Town's discretion, the longevity bonus may be factored into employees' hourly rates of pay and included in the weekly paycheck rather than paid in an annual lump sum. Implementation of this option shall be announced in advance by payroll stuffer.

ARTICLE XXX Stability of Agreement

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

APPENDIX A - New Wage Table

NEW WAGE TABLES					
Position	Step 1	Step 2	Step 3	Step 4	Step 5
2014					
Dispatcher	18.05	18.95	19.90	20.89	21.94
Patrolman	21.31	22.37	23.49	24.66	25.90
MPO	23.52	24.69	25.94	27.23	28.59
Sergeant	25.84	27.12	28.48	29.91	31.41
ACO	18.28	19.20	20.16	21.15	22.22
2015					
Dispatcher	18.32	19.24	20.20	21.20	22.27
Patrolman	21.63	22.70	23.84	25.03	26.29
MPO	23.87	25.06	26.33	27.64	29.02
Sergeant	26.22	27.53	28.91	30.35	31.88
ACO	18.55	19.48	20.46	21.47	22.55
2016					
Dispatcher	18.69	19.62	20.60	21.63	22.71
Patrolman	22.06	23.16	24.32	25.53	26.81
MPO	24.35	25.57	26.85	28.20	29.60
Sergeant	26.75	28.08	29.48	30.96	32.51
ACO	18.92	19.87	20.87	21.90	23.00
2017					
Dispatcher	19.07	20.01	21.01	22.06	23.17
Patrolman	22.50	23.62	24.81	26.04	27.35
MPO	24.84	26.08	27.39	28.76	30.19
Sergeant	27.28	28.64	30.07	31.58	33.16
ACO	19.30	20.27	21.28	22.34	23.46

Beginning in 2010, members of the unit who are at top of step will be eligible for a written performance review during the last quarter of the calendar year by the member's supervisor and the Police Chief. A recommendation will be made to the Board of Selectmen through the Town Administrator who will have the discretion to grant a one time merit stipend of up to 2.5% of the employee's base salary to the member per year. The decisions of the supervisor, Chief, Administrator and Selectmen are not subject to the grievance procedure.

ARTICLE XXXI Duration of Agreement

31.1 This Agreement shall be in full force and effect from the date of signing and shall expire on March 31, 2018.

FOR THE UNION
Chief Negotiator

Thomas Goulden
Print Name

Signature

FOR THE TOWN OF PELHAM
Its Selectmen:

Edmund Gleason, Chair

William McDevitt, Vice Chair

Robert Haverty, Selectman

Harold Lynde, Selectman

Douglas Viger, Selectman

Memorandum of Agreement
Between
Town of Pelham-Police Department
and
AFSCME Council 93-Local 3657 Pelham Police Dept.
Date

Whereas the Town of Pelham, NH-Police Department (the Town) and AFSCME Council 93-Local 3657 Pelham Police Department (the Union) are parties to a CBA which was negotiated free and without restrictions has mutually agreed to the following:

Article X-Wages:

Section 10.2-ADD: All unit members receive Step Increases if eligible for each year of the contract.

Article XIX-Safety:

Section 19.2-Change: The PT test date will be at the discretion of the Chief of Police or his designee.

The above changes are effective upon signing of the MOA. Upon negotiating a successor agreement this MOA shall be incorporated into the body of the CBA.

6/9/14

AFSCME Local 3657 Pelham PD
Thomas Goulden

Pelham Chief of Police
Joseph Roark

6/9/14