

AGREEMENT

BETWEEN

THE TOWN OF PITTSFIELD, NEW HAMPSHIRE

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

LOCAL # 633 OF NEW HAMPSHIRE

2007-2010



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## PREAMBLE

This Agreement is entered into by the Town of Pittsfield, hereinafter referred to as the "Town", and Local Number 633 of the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Town and the Union, to provide for the equitable and peaceful adjustment of differences which may arise, and to establish standards for wages, hours of work and other conditions of employment that can be agreed to by the Town and the Union for the benefit of the Collective Bargaining Unit certified hereunder.

## RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent, for all full-time and part-time employees in the following classifications as certified by the PELRB in Case No. M-757, dated July 14, 1999, for the purposes of establishing wages, hours of work, and other conditions of employment that can be agreed to by the Town and the Union for the benefit of the employees comprising the Bargaining Unit recognized herein.

**Bargaining Unit:** Police Officers (full-time and part-time), Corporal, and Administrative Assistant/Dispatcher.

**Excluded from this Agreement are the positions of:** Chief of Police, Police Lieutenant and Animal Control Officer and other positions Administrative, clerical or uniformed (above the rank of Corporal), created within the Department after July 14, 1999.

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

ARTICLE 1

MANAGEMENT RIGHTS

- A. Except as otherwise herein expressly and specifically limited by the terms of this Agreement, and with the clear understanding of the parties hereto, the Town retains all of its customary, usual, statutory and exclusive rights, decision-making, prerogatives, functions, and authority connected with, or in any way incidental to its legal and statutory responsibilities to manage the affairs of the Town, or any part thereof, including the employment, retention and discharging of persons by the Town, and any other function or responsibility of the Town.

The rights of the employees in this bargaining unit, and the Union hereunder, are limited to those specifically granted in the terms of this Agreement and no where else, and the Town retains without limitation all of its prerogatives, functions, and rights not specifically limited in writing, within the terms of this Agreement.

The Town has no obligation to negotiate with the Union with respect to any such subjects, or the exercise of its customary, usual, statutory and exclusive rights, discretion, decision-making, prerogatives, functions, and authority connected with, or in any way incidental to its legal and statutory responsibility to manage the affairs of the Town, or any part thereof, or any of the management rights contained herein and any other subjects covered by the terms of this Agreement, and closed to further negotiations for the term hereof, or any subject which was or might have been raised in the course of collective bargaining here under, but is closed for the term hereof.

- B. Without limitation, but by way of illustration, the listing of the following specific rights of management in this Article is not intended to be, nor shall it be considered restrictive of or as a waiver of any of the Town's customary, usual, statutory and exclusive rights, discretion, decision-making, prerogatives, and functions of the employer. Among such management responsibilities and rights as are vested exclusively in the Town are the following:
1. The right to hire, promote, transfer, assign and retain employees in the bargaining unit in positions with the Town.
  2. The right to suspend, demote, discharge or take other disciplinary action against employees in the bargaining unit.
  3. The right to relieve employees in the bargaining unit from duty because of lack of work or other legitimate reasons.

4. The right to determine the method, means, and personnel by which operations will be carried out or conducted within the Department employing the bargaining unit employees.
5. The right to take whatever actions are necessary to carry out the work of the Town and the Department employing the bargaining unit employees in situations of emergency.
6. The right to direct and supervise all of the operations, functions, duties, responsibilities and policies of the Town in all situations where employees under the bargaining unit are employed.
7. The right to close, liquidate, reorganize or reassign an office, branch, operation or facility, or combination thereof, or to relocate, reorganize, or combine the work of an office(s), branch(es), operation(s) or facility(s) for budgetary, organizational or other reasons.
8. The right to determine the need for a reduction or an increase in the work force at any time, and to implement any decision with regards thereto at any time.
9. The right to establish, create, amend, revise, implement and repeal, standards for the hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, procedures, evaluation and inspection of employees under the bargaining unit.
10. The right to implement new, and to revise or discharge, wholly or in part, existing or old methods, procedures, materials, equipment, facilities and standards relating to employees in the bargaining unit at any time.
11. The right to assign, distribute, supervise, evaluate and withdraw work to employees within the bargaining unit at any time.
12. The right to assign, reassign, or change work shifts, workdays, hours of work (whether by day, shift, work week or otherwise), and work locations or duties to employees in the bargaining unit at any time.
13. The right to determine the need for, the qualifications of, new employees, current employees, transfers and promotions of bargaining unit employees at any time.
14. The right to discipline, suspend, demote, transfer, discharge or otherwise discipline an employee in the bargaining unit at any time.

15. The right to determine the need for additional education courses, training programs, training, on-the-job training, cross training and other training and educational requirements, and to assign employees in the bargaining unit to such duties, training and educational requirements for periods to be exclusively determined by the Town.
  16. The right to prepare, issue and enforce ordinances, rules and regulations, orders (general and special, oral or written), and Standard Operating Procedures (SOP's) and safety rules and regulations.
- C. The Town shall have the freedom of action to discharge its responsibilities for the essential and successful operation of the Town and its Departments, including the scheduling of operations, the methods, time, employees and materials used in carrying out the functions of the Town and its Departments and the extent to which its own or other facilities and/or personnel shall be used.
- D. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or as set forth above, to bargaining during the term of this Agreement.

## ARTICLE 2

### NO STRIKES/NO LOCKOUTS

- A. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out, or slowdown or any job action or activity which interferes with the normal or emergency operations of the Town or the withholding of services to the Town of Pittsfield.
- B. The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, encourage, participate in, sanction or ratify any activity referred to in Article 2,A above.
- C. In the event of a work stoppage, picketing, strike, sick-in, sick-out, slowdown, any job action, or activity which interferes with the normal or emergency operations of the Town or the withholding of services, or any other curtailment by the Union or the employees covered by this Agreement any employee(s) participating in the same shall be immediately terminated from employment and such termination shall not be subject to any grievance procedure, arbitration, negotiation, fact finding or mediation.
- D. In no event will the Town conduct a lockout.

### ARTICLE 3

#### NON-DISCRIMINATION

The Town and the Union shall not discriminate against any employee identified in the Collective Bargaining Unit in the Recognition clause of this Agreement, in any manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or physical handicap, except as any of these factors are bonafide occupational qualifications.

### ARTICLE 4

#### ANNUAL APPOINTMENT OF PART-TIME POLICE OFFICERS

Nothing contained within this Agreement shall prevent, interfere with or otherwise give rise to a dispute of any kind regarding the reappointment of part-time Police Officers on an annual basis, as is the current practice of the Town of Pittsfield in accordance with New Hampshire Revised Statutes Annotated. Part-time Police Officers who are not reappointed in any particular year shall not have recourse under the grievance procedure contained within this contract and such failure to reappoint shall not be the subject of any arbitration, fact-finding, mediation or unfair labor practice.

### ARTICLE 5

#### EMPLOYEE RIGHTS

The Town and the Union shall not interfere with or discriminate against the rights of any employee, identified in the Collective Bargaining Unit in the Recognition clause of this Agreement, to become a member or because of their membership or non-membership, activity or status in or outside of the Union.

## ARTICLE 6

### EQUAL EMPLOYMENT OPPORTUNITY

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

## ARTICLE 7

### DUES DEDUCTION

Upon receipt of any individually written authorization by a Union member covered by this Agreement and approved by the authorized officer of the Union 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 the first pay period in each month 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 month. Once each month, the Town shall send the amount so deducted to the Treasurer of the Union, along with a list of the employees from whom the dues have been withheld and the dates of the pay period involved. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

The Town agrees to a D.R.I.V.E. check-off for employees. Upon written authorization by the employee, the Town shall deduct certain amounts as specified by the employee on a bi-weekly basis and remit same on a bi-weekly basis to the Local Union's D.R.I.V.E. account. The name of such fund is Granite State Teamsters' D.R.I.V.E. Where laws require written authorization by the employee, same is to be furnished in the form required. No unlawful deductions shall be made.

Should there be a dispute between an employee and the Union over the matter of dues deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

## ARTICLE 8

### WORK RULES

The Town shall have the power to prepare, issue and enforce ordinances, rules and regulations, orders (general and special, written or oral), and Standard Operating Procedures (SOP'S) and safety rules and regulations that are necessary for the safe, orderly, cost effective, and efficient operation of the Police Department and which are not inconsistent with this Agreement.

## ARTICLE 9

### DISCIPLINARY PROCEDURES

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

- [a]. Verbal Warning
- [b]. Written Warning
- [c]. Suspension Without Pay
- [d]. Discharge

However, the sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the Town reserves the right to take disciplinary action in a manner consistent with the efficiency of operations and appropriate to the infraction involved.

An employee will be tendered a copy of any warning, reprimand, suspension or discharge entered on his personnel record, within three (3) days of the action taken.

## ARTICLE 10

### GRIEVANCE PROCEDURE

The grievance procedure shall be as follows, with the exception of grieving a suspension or termination of a Police Officer, in which case, the aggrieved will proceed directly to the third step of the grievance procedure.

**First Step** – The employee shall verbally bring the grievance to the attention of his/her supervisor within three (3) working days of the event-giving rise to the grievance. The supervisor shall respond within three (3) working days of hearing the grievance to the employee making the grievance.

**Second Step** – If dissatisfied with the response at the first step, the employee may submit the grievance in writing to the Chief of Police. Submission of the grievance to the Chief of Police shall be within three (3) working days of the supervisor's decision. The Chief of Police shall respond in writing within three (3) working days of receiving the grievance.

**Third Step** – If the employee is dissatisfied with the decision of the Chief of Police, the employee may submit the grievance in writing to the Board of Selectmen within five (5) working days of the receipt of the Chief of Police's decision. The Board of Selectmen shall respond within fifteen (15) working days of receipt of the grievance. In the case of a suspension or termination the matter shall automatically be referred to the Board of Selectmen within five (5) days of the suspension or termination. The Board of Selectmen shall respond within fifteen (15) working days of the automatic filing. The decision of the Board of Selectmen shall be final except in the suspension or termination of Police Officers as specified in the Fourth Step of this procedure.

**Fourth Step** – In the case of suspensions and terminations of Police Officers by the Board of Selectmen, the provisions of New Hampshire Revised Statutes Annotated, Chapter 41, Section 48 and Chapter 105 shall govern the employee's grievance.

## ARTICLE 11

### HOURS OF WORK

This Article is intended to define the normal hours of work per day or per week in effect at the time of the acceptance of this Agreement. Nothing contained herein shall be construed as preventing or limiting the Town from restructuring, revising, rescheduling, reassigning, or otherwise changing the work day or work week, at any time, without consultation or approval from the Union, as an unchallengeable management right that is not subject to grievance, arbitration, fact finding or mediation, for the purposes of promoting efficiency and effectiveness, meeting the needs of public safety, promoting the public welfare, limiting costs and expenses, and administering to the needs of the community during periods of public emergencies, by the Police Department.

All full time employees shall normally be scheduled to work 40 hours per pay period. A pay period being defined as commencing at 12:00 o'clock AM on Sunday and ending at 11:59:59 o'clock PM on the following Saturday. Officers assigned to work from Saturday evening to Sunday morning may have less hours in their normal work week, in one week,

and more hours in the following week, all of which shall be paid at the straight time rate Established in this agreement.

all part time employees shall normally be scheduled to work in accordance with the requirements of the Police Department to provide an on duty Police Officer 24 hours per day. Part time Officers may be scheduled to provide full time coverage or duty during the absence of any regular full time Officer(s) due to sickness, vacation, military duty, family, medical leave or other authorized absences, to avoid overtime or during periods when a vacancy, temporary or permanent, exists in a full time position. Such scheduling of a part time officer to full time duties shall not be a change in employment status.

The employment status of an employee identified in the Collective Bargaining Unit under the Recognition clause of this Agreement, whether full time, part time, temporary, permanent, certified or uncertified, or other designation established now or in the future, shall have his employment status determined exclusively by the Board of Selectmen at the time of appointment and such status shall not change except by action of the Board of Selectmen, acting as the exclusive appointing authority.

All eligible employees will be provided a thirty (30) minute paid meal period during their work shift, except the Administrative Assistant/Dispatcher who shall be provided a one (1) hour unpaid meal period during his work shift. Eligibility to be provided such a meal period shall be determined by the Chief of Police. Authorized meal periods shall be taken when work requirements allow, it being expressly understood that the requirement to maintain public safety, welfare and the Police Department's mission outweigh or cancel the ability to exercise this requirement.

Nothing herein shall be construed as guaranteeing employees any certain number of hours of work per week or per day.

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

## **Article 12**

### **Overtime**

**A.** This Article is intended to define the method of distributing the hours of overtime in effect at the time of the acceptance of this Agreement. Nothing contained herein shall be construed as preventing or limiting the Town from continuing to utilize part time Police Officers to fill overtime needs before offering overtime to other Police Officers, regardless of rank or status, in order to control and limit costs and expenses as an unchallengeable management right that is not subject to grievance, arbitration, fact funding, or mediation.

B. Employees covered by this Agreement shall be paid one and one half (1 ½) their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) actual hours of work in a work week, except as otherwise provided in this Agreement. All overtime work authorized hereunder shall be by the Chief of Police. Hours of actual work shall not include vacations, sick leave or holidays.

C. If the Town does not exercise its right to assign a part time certified Police Officer to fill an overtime period at straight time as contained in Section A of Article 12 then overtime shall be offered on a rotating basis by seniority as follows:

1. For work requiring a uniformed or non-uniformed certified Police Officer it shall be offered first to the full time Police Officer, within the Collective Bargaining Unit, regardless of rank, with the most seniority, if refused, then to each other full time certified Police Officer within the Collective Bargaining Unit by seniority until accepted or if each full time certified Police Officer has been offered the overtime at least once through the list by seniority and has refused the overtime, in which case the offer of overtime or straight time, as the case may be, shall be made in rotation by seniority to each part time certified Police Officer. Should no full-time or part-time certified Police Officer accept the overtime after the list has been completed once, then the Chief of Police may employ the provisions of paragraph E of Article 12 to fill the overtime or straight time, as the case may be. Such overtime shall be on a rotating basis after the first such offer, at the start of this Agreement, beginning with the next person by seniority below the last person working the overtime until such time as the list by seniority has been offered once at which time the rotation shall begin again.
2. If no full time certified Police Officer shall accept the offered overtime then each part time Police Officer, regardless of rank, shall, by seniority, be requested to work the required time, either as straight time or as overtime, depending on the individual case and time worked that week. Overtime for part time certified Police Officers shall be on the same rotating basis as for full time certified Police Officers.
3. The Town shall maintain a list of full and part time Police Officers, regardless of rank, by seniority. Next to each Police Officer's name shall be shown the official date of their most recent appointment as a full or part time certified Police Officer. Such list shall be the official list from which requests for overtime are made. The Union shall be provided a copy of the list required hereunder.
4. For work requiring Dispatching or Administrative Assistance functions the position of Administrative Assistant/Dispatcher shall be requested to work the overtime. Should that incumbent refuse to work the overtime, the Chief of Police may offer that work either within or outside the Collective Bargaining Unit at his sole discretion.

D. Employees shall be required to work assigned overtime during periods of emergency declared by the Chief of Police or the Board of Selectmen. Employees refusing to work overtime in such situations shall be terminated and such termination shall not be subject to any grievance procedure, arbitration, negotiation, fact-finding or mediation.

E. Nothing contained within this Agreement shall be deemed to limit the ability of the Town to engage the services of individuals who are not members of the Collective Bargaining Unit to perform work normally performed by employees in the Collective Bargaining Unit on an emergency basis or during times of emergency when determined to be necessary at the sole discretion of the Town.

### ARTICLE 13

#### CALL BACK PAY

Employees who are called back to work after the conclusion of their regular work period, shall be paid at the called back employee's regular time or overtime rate in accordance with the Articles in this Agreement entitled Hours of Work or Overtime, as the case may be, for all actual time worked, and shall be paid not less than a minimum of two (2) hour's pay from the time of the call, and shall, report to the Police Department, Court, designated training site or other location where the employee is instructed to report and shall be paid to the time of their departure from the Police Department, Court, designated training site or other location where the employee was instructed to report or from the location where the employee was released from his call back time.

### ARTICLE 14

#### COURT TIME

All employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement who have been appointed full-time or part-time Police Officers by the Board of Selectmen shall be paid for their actual time worked in Court in accordance with the Articles in the Agreement entitled Hours of Work or Overtime, as the case may be, in the discharge of their official duties as Police Officers and such pay shall be for not less than three (3) hours on any day on which such Officer is required to appear in Court as a part of his or her official duties and is not on regular scheduled duty at the time of such appearance. The enforcement and pay under this Article shall not duplicate any sums received for pay under any other Article of this Agreement.

## ARTICLE 15

### EXCHANGING TOURS OF DUTY

The Chief of Police may, at his sole discretion, grant the request of any two (2) full-time or part-time Police Officers to exchange tours of duty or days off, without a change in pay, provided that, in the sole opinion of the Chief of Police, they are equally capable to perform each other's respective jobs and scheduled duties, and are able and willing to make the exchange. Requests to exchange tours of scheduled duty or days off must be submitted sufficiently far in advance to allow the Chief of Police to evaluate the request and respond.

## ARTICLE 16

### PRIVATE DETAILS

Full-time and part-time Police Officers may, through the Chief of Police, be provided with the opportunity to work outside paid details for private employers in accordance with rules, regulations and rates of pay established from time to time by the Board of Selectmen. The Board of Selectmen shall annually review the rates of pay for outside paid details.

Additionally, full-time and part-time Police Officers may, through the Chief of Police, be permitted to work outside paid details for other municipalities; State Agencies; public activities and fairs to be paid through other governmental units or private sources in accordance with rules, regulations and rates of pay established by others not under the control of the Town, the Union or this Agreement.

When Police Officers are paid by the Town of Pittsfield for work hereunder such pay shall be \$31.00 per hour in 2008, \$32.00 per hour in 2009, and \$33.00 per hour in 2010 for all work performed and such payment shall be tendered as a part of the employees regular weekly payroll following the submission of approved time sheets.

Nothing contained within this Article shall be subject to grievance, arbitration, fact-finding, or mediation.

ARTICLE 17

ATTENDANCE REQUIRED

All employees in the Collective Bargaining Unit in the Recognition clause of this Agreement are required to be punctual on reporting for their scheduled work shift. Employees are required to be in attendance, in proper dress, prepared to commence work activities at their designated work locations, on their assigned days and before the start of their respective work shift hours. Employees are required to remain at work for the entire work period unless authorized by the Chief of Police to leave for an excused absence. Employees found to be late for or absent from scheduled work may receive counseling, be subject to disciplinary measures and or terminated. Employees failing to notify the Chief of Police that they will be late or absent from work are subject to disciplinary action including termination.

ARTICLE 18

HOLIDAYS

- A. All employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement who have been appointed as full-time permanent employees of the Police Department by the Board of Selectmen, shall receive holiday pay on the following Town observed holidays.

New Year's Day  
Martin Luther King, Jr. Birthday  
President's Day  
Memorial Day  
Independence Day

Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

Floating Holiday

- B. Employees entitled to paid holidays hereunder who are not scheduled to work on the holiday and who are not on sick, bereavement, or military duty, jury duty, leave of absence or family medical leave, shall receive holiday pay computed at their regular straight time hourly rate for the normal work shift then in use in the Department.

- C. Employees who are absent because they are on sick or military leave or on leave of absence or family medical leave on the day directly preceding or directly following the holiday shall forfeit their holiday pay.
- D. Employees will be permitted to take the floating day on the day of their choice, subject to the needs of the Police Department, with the advance approval of the Chief of Police in writing.

## ARTICLE 19

### COMPENSATORY TIME

- A. All employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement who have been appointed full-time permanent Police Officers by the Board of Selectmen can elect to accrue compensatory time in lieu of pay for overtime actually worked up to a maximum of twenty (20) hours in any calendar year. The Chief of Police or his designee shall administer the tracking of the elected accrual of compensatory time.
- B. Accrued compensatory time can be utilized by the employee at a time of the employees designation provided that the employee's request to utilize the time is submitted at least forty-eight (48) hours in advance of the shift where the time is to be utilized or substituted for the shift to be worked, such request to be in writing on a form designated by the Chief of Police for this purpose, and may be utilized only if the Chief of Police or his designee is able to provide coverage for the shift where the compensatory time is to be utilized, and the Chief of Police approves the request in writing.
- C. The accrual of compensatory time in accordance with this Article shall be for a calendar year and may not be carried forward from one calendar year to another. If an employee entitled to accrue compensatory time has not utilized all of the time accrued before December 1<sup>st</sup> of any year then he shall be paid for all unused accrued time unless he elects to take such accrued time before December 31<sup>st</sup> in accordance with Section B above. If the employee is unable to utilize such time between December 1<sup>st</sup> and December 31<sup>st</sup> as required herein because of unforeseen circumstances then he shall be paid for the time.

ARTICLE 20

VACATIONS WITH PAY

- A. All employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement who have been appointed as full-time permanent employees of the Police Department by the Board of Selectmen, who have been employed for at least one year from their most recent date of full-time appointment and who have successfully completed their probationary period shall become eligible for an annual vacation as listed herein. Years of service for computation of vacation shall commence on the employee's most recent date of full-time appointment. Vacation hours shall accrue to employees on a monthly basis. *As example, an employee with 6 years of service will accrue 10 vacation hours for each month worked.*

<u>SERVICE PERIOD</u>	<u>ANNUAL VACATION</u>
Years 2 through 4	80 hours
Years 5 through 10	120 hours
Years 11 or more	160 hours

- B. Requests for vacation time must be made in writing on the form prescribed by the Town for such purposes. Requests for vacations must be made far enough in advance as possible to allow for proper scheduling of coverage personnel. Employees submitting written requests for a vacation will receive a written response to their request. In the event that more employees apply for a paid vacation then can be spared from the work schedule at a given time, seniority shall be the basis for determining the granting of approved vacation time. Seniority shall mean continuous years of full-time employment computed from the most recent date of full-time appointment by the Board of Selectmen. Once approved, vacation time shall not be cancelled or changed without the mutual consent of the Town and the employee, except when a public emergency is declared by the Chief of Police or the Board of Selectmen.
- C. Vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken. Employee's who desire to receive their vacation payroll check in advance shall submit a written request to the Financial Management Department at least two (2) pay weeks in advance of the payroll payment date on which such advance payment is desired.

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

## ARTICLE 21

### SICK LEAVE

- A. All employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement who have been appointed full-time permanent employees of the Police Department by the Board of Selectmen, shall in the event of a bonafide personal and non-service connected sickness or injury (for which no compensation is received under Workers Compensation or other insurance coverage's) shall be eligible for time off with pay in an amount appropriate to the circumstances of each individual case as determined by the Chief of Police and/or Board of Selectmen, in order that their income may be maintained during such period of bonafide non-service incapacitation.
- B. Sick leave is an emergency fringe benefit to be used only as needed and authorized for use by the Chief of Police and/or Board of Selectmen. All permanent full-time employees shall accrue sick leave at the rate of ten (10) hours for each month of completed full-time service from the date of their full-time probationary appointment by the Board of Selectmen. Employees hired after the fifteenth (15) of the month will not accrue sick leave for that month. Sick leave may accrue to a maximum of 240 hours. This accumulation of unused sick leave is intended solely for illness protection and does not constitute any obligation on the part of the Town to buy back any unused sick leave for any purpose, including but not limited to, a buy back or apportionment at the time of separation of employment, death or retirement. Time lost by reason of unpaid leaves of absence, unpaid family medical leave or time otherwise not worked or paid for by the Town, shall not be considered in computing allowances for sick leave.
- C. Employees must notify the Chief of Police on the first day of absence do to non-service connected sickness or injury, stating the nature of the sickness or injury, time expected to be incapacitated, and when they expect to return to work. Such notification shall be made not less than two (2) hours before the start of the

employees scheduled work period. Failure to provide such notice of absence will result in the forfeiture of pay and possible disciplinary action.

- D. Sick leave shall be paid at the employee's straight time base rate of pay. An employee on sick leave shall not receive pay for holidays, vacations or other paid days off which fall during the period of paid sick leave. Employees who are sick the day before or the day after an unworked holiday shall be charged for sick leave for the holiday and shall not be paid for the holiday.
- E. The Chief of Police shall check on all absences not later than the second day. If a doctor has been called or seen by the employee, the Chief shall also check with the doctor. A doctor's certificate shall be required after the third (3) day of absence, unless required earlier by the Chief of Police or the Board of Selectmen. If approved by the Board of Selectmen, the Chief of Police may require the employee to submit to an independent medial examination at the Town's expense. Failure of the employee to submit to such examination shall be grounds for automatic termination and such termination shall not be subject to grievance, mediation, fact-finding or arbitration.

## ARTICLE 22

### WORKERS' COMPENSATION

The Town of Pittsfield agrees to provide insurance to compensate employees for occupational injuries or illnesses pursuant to the provisions of RSA 281-A, New Hampshire's Workers' Compensation Law.

## ARTICLE 23

### LEAVES OF ABSENCE WITHOUT PAY

- A. To protect deserving employees against loss of employment, to the extent it is practical and fair to do so, by granting leaves of absence to employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement who have been appointed as full-time permanent employees of the Police Department by the Board of Selectmen without pay for education, for compelling personal reasons on the recommendation of the Chief of Police and with the approval of the Board of Selectmen, and for military duty in accordance with existing laws. Employees granted leaves in accordance within this Article shall be considered in an inactive

employment status and time spent on such leaves shall not be counted as service or time worked for the purposes of determining seniority, vacation, sick leave, or other benefits.

- B. This Article applies to all full-time permanent employees who have completed one full year of continuous service and are no longer on probation.
- C. Employees who are unable to report to work because of military duty or compelling personal reasons, or who wish to attend school, shall submit their completed application for a Leave of Absence on the forms provided by the Town.
- D. The applicant must specify the dates and times for which the leave is requested and set forth the reasons for the requested leave in detail. In the case of military or educational leaves, supporting documents will be required.
- E. The Chief of Police will verify and substantiate the reasons whenever possible, and, after due consideration of the requirements of the Police Department and the length of service, attendance, work performance and attitude of the employee, will forward the request with his recommendation to the Town Administrator for transmittal to the Board of Selectmen for their consideration and approval or denial.
- F. The Chief of Police in recommending approval or denial of the leave of absence shall do so in a letter of transmittal that will be attached to the application for leave with all supporting documents.
- G. Leaves of absence may be granted as follows:
  - 1. For up to 2 years following separation from active duty for extended active military service to fulfill military obligations in accordance with appropriate statutes;
  - 2. For up to 17 calendar days for Reserve or National Guard duty;
  - 3. Until the completion of the course of instruction for which the leave was granted but not more than one semester;
  - 4. For up to 30 days for compelling personal reasons.
- H. Applicants for a leave of absence shall complete the form that is a part of this Article. The terms and conditions stated in the application shall be a part of this Article.

**NOTE: See form at Appendix**

## ARTICLE 24

### FAMILY MEDICAL LEAVE

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

#### **Statement of Policy**

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

- A. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for such purpose must be taken within the 12 month period following the child's birth or placement with the employee); or
- B. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

#### **Definitions**

- A. "12 Month Period" – means a 12-month period measured forward from the first date leave is taken.
- B. "Spouse" – does not include unmarried domestic partners. If both spouses work for the Town of Pittsfield, their total leave in any 12 month period may be limited to an aggregate of 12 weeks if the leave for either the birth or placement for adoption or foster care of a child, or to care for a sick parent.
- C. "Child" – means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, or stepchild.

#### **Intermittent or Reduced Leave**

- A. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member

with a serious health condition or because of a serious health condition of the employee when "Medically necessary".

1. "Medically Necessary" – means there must be medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
  2. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates the recurring period of leave when the leave is planned based on scheduled medical treatment.
- B. An employee may take leave intermittently or on a leave schedule for birth or placement for adoption or foster care of a child only with the Chief of Police's consent.
- C. For part-time employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro-rated basis. A weekly average of the hours worked over the 12 weeks prior to the beginning of the leave should be used to calculate the employee's normal workweek. Leave for these employees shall be at no pay.

#### **Substitution of Paid Vacation Time and Sick Leave**

- A. An employee will be required to substitute all unused paid vacation time and all unused paid sick leave time first for family/medical leave taken for any reason prior to any unpaid leave being taken.
- B. When an employee has used his or her unused paid vacation and unused paid sick leave for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 12 weeks.
- C. Paid family and medical leave for the birth of a child shall be a period of 8 weeks. Additional paid time may be taken by the employee if vacation time or sick leave is available, otherwise the additional time shall be at no pay. The employee's spouse, if employed by the Town, shall be entitled to paid time from vacation time or sick leave available, but not otherwise.

#### **Notice Requirement**

- A. An employee is required to give 30 days notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form should be completed by the employee and returned to the Chief of Police. In unexpected or unforeseen situations, an employee should provide as much notice as is practicable,

usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed "Request for Family/Medical Leave" form.

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

1. Inpatient care; or
2. Any period of incapacity requiring absence from work for more than three calendar days and that involves continuing treatment by a health care provider; or
3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or
4. In the case of a serious, long-term or chronic condition or disability that cannot be cured, being under the continuous supervision of, but not necessarily being actively treated by, a health care provider.

### Coverage and Eligibility

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

1. Work at a work site which has 50 or more employees or within 75 miles of a work site that has 50 or more employees;
2. Have worked for the Town of Pittsfield for at least 12 months; and
3. Have worked at least 1250 hours over the previous 12-month period.

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

### Medical Certificate

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

- B. The Town of Pittsfield may require a second or third opinion (at its own expense), periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report on return to work.
- C. All documentation related to the employee's or family members medical condition will be held in strict confidence and maintained in the employee's medical records file.

### **Effect on Benefits**

- A. An employee granted a leave under this policy will continue to be covered under the Town's group health insurance plan, life insurance and disability plan, for the Police Department, if any under this Agreement, under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.
- B. Employee contributions will be required either through payroll deduction or by direct payment to the Town. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occur while the employee is on leave.
- C. If an employee's contribution is more than 10 days late, the Town of Pittsfield may terminate the employee's insurance coverage's.
- D. If the Town of Pittsfield pays the employee's contribution(s) missed by the employee while on leave, the employee will be required to reimburse the Town for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing payroll deduction for delinquent payments.
- E. If the employee fails to return from family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member, or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the Town of Pittsfield may seek reimbursement from the employee for the portion of the premiums paid by the Town on behalf of the employee (also known as the employee contribution) during the leave period.
- F. An employee is not entitled to seniority or benefit accrual during the period of unpaid leave, but will not lose anything prior to the leave.

## **Job Protection**

- A. If an employee returns to work following a family/medical leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefit, status and authority.
- B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from the leave.
- C. If the employee fails to return following a family/medical leave, the employee will be reinstated to his/her same or similar position, only if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.

## **Family/Medical Leave Forms to be Submitted by the Employee**

- A. Request for Family/Medical Leave
- B. Physician or Practitioner Certificate
  - Family Member/Serious Health Condition
  - Employee Serious Health Condition
- C. Authorization for Payroll Deduction for Benefit Plan Coverage Continuation During a Family/Medical Leave of Absence
- D. Fitness for Duty or Return from Leave

## **ARTICLE 25**

### **BEREAVEMENT LEAVE**

- A. All full-time permanent employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement who have been appointed as full-time permanent employees of the Police Department by the Board of Selectmen shall, in the event of a death in the immediate family, be granted bereavement leave without loss of pay on the day of the funeral, if it is a scheduled day of work for the employee, and a maximum of two additional scheduled days for the employee between the day of death and the funeral. Immediate family is defined as spouse, mother, father, sister, brother, son, daughter, stepmother,

stepfather, stepdaughter, stepson, mother-in-law, father-in law, grandmother, grandfather and grandchild.

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

## ARTICLE 26

### MILITARY LEAVE

All employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement who are members of the United States Armed Forces Organized Reserves or National Guard shall receive for time spent on military duty their military pay. An employee must give the Town prior written notice of required military duty. Employees giving prior written notice of required military duty will be excused from any scheduled work. Employees failing to provide prior written notice and who fail to report for scheduled work shall be terminated from employment and such termination shall not be subject to the filing of a grievance, arbitration, fact finding or mediation.

## ARTICLE 27

### JURY DUTY

All full-time permanent employee identified in the Collective Bargaining Unit in the Recognition clause of this Agreement who have been appointed as full-time permanent employees of the Police Department by the Board of Selectmen and who have been regular full-time employees for more than one calendar year and are not on probation shall be paid the difference between their regular pay and the compensation they receive from jury duty, provided they report to work on each regularly scheduled working day when excused from such duty. A certificate setting forth the amount received by the employee from jury duty, exclusive of any transportation, mileage, or overnight accommodations payment or reimbursements, shall be required prior to such payment.

All employees called to jury duty shall inform the Chief of Police of such summons to appear for jury duty as soon as possible but not more than one (1) working day following the receipt of the summons. Employees summoned to jury duty shall provide a schedule to the Chief of Police of the days they will be absent due to such jury duty. Employees shall give advanced notice to the Chief of Police of those days on which they will be excused

from jury duty so that the Town will not be required to schedule other employees to cover the work hours of the excused employee. Employees failing to provide such advance notice of days on which they are excused from jury duty will not be paid or scheduled for work if another employee has been scheduled to cover the hours of work for which the employee failed to give notice of availability from jury duty before the assignment of such additional personnel for coverage of the employees time.

## ARTICLE 28

### SENIORITY

For the purposes of determining seniority under this Agreement, seniority shall be determined by the date of appointment as a full time permanent employee in a position identified in the Recognition clause of the Agreement. Employees hired on the same day shall use their birth dates to determine seniority, the employee with the oldest birth date shall be senior. As used in this Agreement the term "seniority" shall not be construed as changing the chain of command or granting or conferring authority to any one employee relative to another within the Police Department.

Seniority shall apply where and under the terms specified in each of the respective Articles or Sections of this Agreement and not otherwise.

## ARTICLE 29

### PROBATIONARY PERIOD

All employees in the Collective Bargaining Unit in the Recognition clause of this Agreement shall serve a probationary period as specified herein.

All full-time and part-time Police Officers, certified or uncertified, regardless of rank, shall serve a probationary period of one (1) year from the date of their appointment as either a part-time or full-time Police Officer. By way of illustration, if an employee is hired as a part-time Police Officer and completes his probationary period and is later appointed a full-time Police Officer or is appointed to a new full-time or part-time position of higher or different rank he must complete an additional probationary period for the new appointment and each subsequent appointment.

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

Employees may be discharged during their probationary period at the sole discretion of the Town and neither the reason nor the discharge shall be subject to a grievance, arbitration, fact-finding or mediation.

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

### ARTICLE 30

#### JOB POSTINGS

- A. When a vacancy occurs in any of the positions in the Collective Bargaining Unit in the Recognition clause of this Agreement as a result of the establishment or creation of a new position or the retirement, resignation or termination of a current employee, the appointing authority shall have the right to fill the position on a temporary basis from any source available without restrictions of any kind. When the appointing authority determines that the vacant position is to be filled on a permanent basis, the Town will post a notice for five (5) working days on the bulletin board indicating the position to be filled, its rate of pay, the minimum qualifications required of applicants to fill the position, the method selected to determine the individual(s) who will fill the position (written examination, interview, etc.), all of which requirements shall be subject to change at the sole discretion of the Town without prior notice.
- B. Employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement shall be eligible to indicate their individual interest in filling the permanently vacant position by indicating to the Chief of Police in writing their interest within the posting period identified in Section A of this Article.
- C. Nothing contained within this Article shall limit or be interpreted as limiting the Town from seeking applicants to fill a permanent vacancy from outside of the Police Department or the Town. The Town shall be free without restriction of any kind to publicly advertise such vacancy at anytime.

## ARTICLE 31

### WAGES

1. Wages-All employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement who have been appointed as employees of the Police Department by the Board of Selectmen shall be eligible for the wage adjustments as described in the attachment entitled Teamsters Step Plan for the years 2008, 2009, and 2010. The handwritten adjustments performed by the Teamsters are the wages agreed to by both parties.

2. Length of Service Stipend-All fulltime employees identified the Collective Bargaining Unit in the Recognition clause of this Agreement who have been appointed as employees of the Police Department by the Board of Selectmen shall be eligible for an annual longevity payment as described in Appendix A.

## ARTICLE 32

### HEALTH AND LIFE INSURANCE

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

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

The Article entitled “Terms of Insurance Policies to Govern” shall apply to all insurance offered by this Article on Health and Life Insurance.

#### Health Insurance

The town shall provide employees an allotment for purchasing health insurance. It is intended that each employee, in order to qualify for the allotment, based upon eligibility, must enroll in a medical insurance plan. Allotments are calculated in accordance with Appendix B.

The Town shall automatically deduct from each employee's weekly payroll their portion of the sums due for insurance coverage according to the selected coverage category (single person, two person or family). Once an employee selects a coverage category and enrolls to receive insurance under such terms and conditions as the insurance carrier requires, the sums deducted shall continue to be deducted until such time as the employee indicates in writing that he/she no longer desires coverage and has terminated coverage or changed the coverage category under such terms and conditions as the insurance carrier requires.

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

### **Life Insurance**

The Town selects the "Concord Group" to be the carrier to provide Term Life Insurance benefits under this Agreement to the employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement. Such insurance shall have no cash value.

The cost of such insurance shall be provided and paid by the Town in its entirety for each employee of the Collective Bargaining Unit provided such employee makes application for such insurance to the carrier. Such insurance shall remain in effect only so long as the employee continues to be employed by the Town and only in accordance with the terms and conditions of the insurance policy. The face value on a term basis with no cash value shall not exceed \$15,000.00 per employee.

### **Selected Carrier**

The selected carrier shall be the exclusive carrier for the insurance provided under this Agreement during the term of this Agreement and all subsequent agreements until otherwise agreed between the Town and the Union. The Town shall not be liable for payments to any other insurance carrier for the employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement for health and life insurance of any kind or under any conditions.

### ARTICLE 33

#### DISABILITY INSURANCE

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

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

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

### ARTICLE 34

#### TERMS OF INSURANCE POLICIES TO GOVERN

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

## ARTICLE 35

### EMPLOYEE INDEMNIFICATION

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

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

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

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

## ARTICLE 36

### MILEAGE REIMBURSEMENT

All employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement shall not use their personal vehicles in the discharge of their official duties for the Town. Employees traveling to and from places of assignment, whether by call back or otherwise, or to conferences, conventions, school or other activities, whether required as a part of their employment or otherwise, do so at their own expense unless the Town provides a vehicle assigned for that purpose.

## ARTICLE 37

### SHOP STEWARD

A. The Town agrees to authorize the Union to select from the membership of the Union one Shop Steward and one Alternate Shop Steward. The Alternate Shop Steward shall function as Shop Steward during the absence of the Shop Steward during vacation, sick leave, leave of absence, military leave, jury duty, bereavement leave, or family medical leave.

B. The Shop Steward and Alternate Shop Steward shall perform such duties as are assigned by the Union but such duties shall not be performed during the working hours of the Shop Steward or Alternate Shop Steward unless specifically authorized by the Chief of Police.

C. The Shop Steward and Alternate Shop Steward shall not act upon any matter in their official capacities when they have a direct or pecuniary interest in the outcome which differs from the interest of other employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement, or if the Shop Steward and/or Alternate Shop Steward would be disqualified from any cause to act as jurors upon the trial of the same matter in any action at law. In such cases the Shop Steward and/or Alternate Shop Steward shall be disqualified and a Shop Steward and/or Alternate Shop Steward shall be temporarily appointed until the completion of the matter that gave rise to such disqualification.

## ARTICLE 38

### BULLETIN BOARD

The Town shall provide space for a bulletin board in an area designated by the Chief of Police in the Police Department for the posting of Union notices. The Union may post notices thereon that pertain exclusively to Union activities or are Union announcements. Union notices of activities or announcements shall be posted thereon only by the Shop Steward. Union notices shall not be posted at any other location within the Town of Pittsfield.

Notices posted on the bulletin board shall not be derogatory, libelous, profane, slanderous, defaming, prejudice, injurious or calumnious against any person or persons, any organization or business or of the Town of Pittsfield, its officials, officers, citizens or employees.

The posting of notices in violation of this Article shall be cause for the Town to remove such posted materials and to take disciplinary action up to discharge against the employee posting such notice(s).

### ARTICLE 39

#### LEGISLATIVE COST INCREASES

Should the New Hampshire General Court enact legislation or should the State enact administrative regulation where the effect is to increase any costs to the Town of Pittsfield for employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement, or to others entitled to benefits hereunder, the Town shall not be required to offer such increased costs where the State of New Hampshire has failed to provide full funding of such changes in compliance with Article 28-a, Part 1 of the Constitution. Should the State of New Hampshire provide such funding, the obligation of the Town hereunder shall terminate upon the termination of such State funding.

Should the United States enact legislation or any regulation or requirement where the effect is to increase any costs to the Town of Pittsfield for employees identified in the Collective Bargaining Unit in the Recognition clause of this Agreement, or to others entitled to benefits hereunder, the Town shall not be required to offer such increased costs where the United States has failed to provide full funding of such changes. Should the United States provide such full funding, the obligation of the Town hereunder shall terminate upon the termination of such funding.

### ARTICLE 40

#### ENTIRE AGREEMENT

The Town and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the 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, unqualifiedly and unequivocally waives the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

This Agreement supercedes and cancels all prior practices and agreements, whether written or oral, except for the prior practices listed and made a part of and currently in effect under the Articles entitled "Management Rights" and "Work Rules" as are currently in force as ordinances, rules and regulations, orders (general and special, written or oral), Standard Operating Procedures (SOP's) and safety rules and regulations, and together with any letters of understanding executed concurrently with the Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

#### ARTICLE 41

##### SAVINGS

If any provision of this Agreement is subsequently declared by judicial authority to be unconstitutional, unlawful, unenforceable, or not in concurrence with the applicable Constitutions, statutes, laws, ordinances or regulations of the United States of America and/or the State of New Hampshire, such unconstitutionality, invalidity or unenforceability shall not affect the validity of the remaining portions, sections or articles of this Agreement that shall remain in full force and effect during the remaining term thereof.

#### ARTICLE 42

##### RETIREMENT

The Town of Pittsfield will make proper contributions to the New Hampshire Retirement System.

## ARTICLE 43

### EMPLOYMENT DISCRIMINATION AND HARASSMENT

- A. The Town and the Union are opposed to unlawful discrimination or harassment against any applicant or employee by virtue of the person's race, color, national origin, sex, age, religion, mental disability, marital status, union or non-union membership or activities, or status as a veteran and will not condone such misconduct by an employee or volunteer working for the Town. All Town employees and volunteers are public employees and should enjoy a non-hostile, non-intimidating, and non-offensive work environment free from any form of unlawful discrimination or harassment.
- B. The purpose of this Article is to establish a method by which complaints regarding alleged or suspected unlawful discrimination or harassment can be made and investigated.

#### C. Sexual Harassment

1. It is the Town's and the Union's policy to prohibit employees or volunteers from making sexually derogatory remarks or verbal or physical advances to co-workers, applicants or volunteers or to otherwise discriminate with regard to employment because of an employee's sex. Such misconduct violates Title VII of the Federal Civil Rights Act of 1964 as well as New Hampshire Law Against Discrimination. Unwelcome sexual advances or physical contact, requests for sexual favors, and other verbal or physical conduct of a sexual nature will constitute sexual harassment under the following conditions:
  - a. Submission of such conduct is made either explicitly or implicitly a term or condition of a person's employment
  - b. Submission to or rejection of such conduct by a person is used as a basis for employment decisions affecting such person; and
  - c. Such conduct has the purpose or effect of substantially interfering with a person's work performance or creating an intimidating, hostile, or offensive working environment.
2. Any employee who uses his/her employment position to obtain sexual favors or who implies that submission to or rejection of sexual advances will be used as a basis for an employment decision or who otherwise engages in employment disciplinary measures, including dismissal shall have committed sexual harassment hereunder.

Employees or applicants who believe they have been subjected to sexual harassment or any other unlawful employment discrimination because of their sex shall immediately report the basis of such belief to the Town Administrator. The complaint shall be in writing. Stating completely the basis for the complaint, the names of the persons involved, and the dates of and the specific incidents. Should the Town Administrator be the complainant or the source of the complaint, or should there be a conflict of interest, the complaints should be made directly to the Chairman of the Board of Selectmen. All complaints will be investigated; Board of Selectmen will take any corrective action necessary.

### C. Other Complaints

Complaints of unlawful employment discrimination by virtue of race, color, national origin, sex, age, religion, physical or mental disability, marital status, union or non-union membership or activities, or status as a veteran should be immediately reported to the Town Administrator. The complaint shall be in writing, stating completely the basis of the complaint, the names of the persons involved, and the dates of and the specific incidents. Should the Town Administrator be the complainant or the source of the complaint, or should there be a conflict of interest, the complaint should be made directly to the Chairman of the Board of Selectmen. All complaints will be investigated immediately. Upon completion of the investigation, the Board of Selectmen shall take any corrective action necessary.

## ARTICLE 44

### TUITION REIMBURSEMENT

Section A. The town will provide for tuition reimbursement for an approved course of study for fulltime police officers. Such course of study shall be submitted to the Police Chief for review. The Police Chief shall provide to the Board of Selectmen a recommendation as to whether the course of study should be approved prior to a request for tuition reimbursement. Each fulltime police officer shall be eligible to receive up to \$500.00 per calendar year for tuition reimbursement.

ARTICLE 45

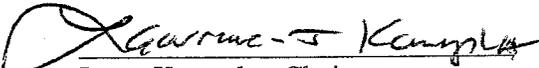
DURATION OF AGREEMENT

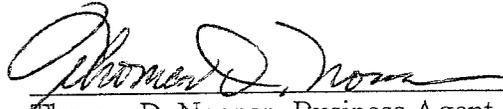
This Agreement shall be in full force and effect when executed and shall expire on December 31, ~~2008~~ 2010,

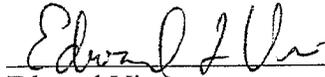
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 13th day of May 13, 2008..

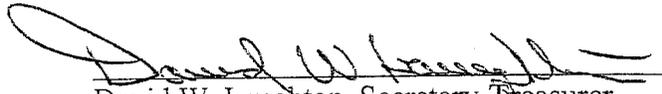
TOWN OF PITTSFIELD  
BOARD OF SELECTMEN

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL NUMBER 633

  
Larry Konopka, Chairman

  
Thomas D. Noonan, Business Agent,  
Local 633

  
Edward Vien

  
David W. Laughton, Secretary-Treasurer  
Local 633

  
Linda Small

  
John Lenearts

  
Denise Morin

APPENDIX

TOWN OF PITTSFIELD

APPLICATION FOR LEAVE OF ABSENCE

Name: \_\_\_\_\_ Department: Police Department

Classification and Title: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Purpose For Which Leave Is Requested: \_\_\_\_\_

Dates of Leave: From: \_\_\_\_\_ To: \_\_\_\_\_

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

\_\_\_\_\_  
DATE SIGNATURE OF APPLICANT FOR LEAVE

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DATE DEPARTMENT HEAD'S SIGNATURE

\_\_\_\_\_  
DATE TOWN ADMINISTRATOR'S SIGNATURE

Approved: BOARD OF SELECTMEN DATE: \_\_\_\_\_

\_\_\_\_\_

REQUEST FOR FAMILY/MEDICAL LEAVE

Employee Name: \_\_\_\_\_ Date of Request: \_\_\_\_\_

Department: Police Department Position Title: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

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

- \_\_\_\_\_ A. The birth of a child and in order to care for such child or placement of a child for adoption or foster care.
  
- \_\_\_\_\_ B. In order to care for an immediate family member if such family member has a serious health condition. Circle one: CHILD – SPOUSE – PARENT (Must submit "Physician or Practitioner Certificate" within 15 days).
  
- \_\_\_\_\_ C. Employee's own serious health condition that makes the employee unable to perform the functions of his/her position. (Must submit "Physician or Practitioner Certificate" within 15 days).

**Method of Leave Requested**

\_\_\_\_\_ A. Consecutive Leave

\_\_\_\_\_ B. Intermittent or Reduced Leave Schedule (Specify schedule below)

\_\_\_\_\_  
\_\_\_\_\_

Date Leave is to Begin: \_\_\_\_\_

Expected Duration of Leave: \_\_\_\_\_

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

**PHYSICIAN OR PRACTITIONER CERTIFICATE  
EMPLOYEE – SERIOUS HEALTH CONDITION**  
(Family and Medical Leave Act of 1993)

Employee's Name: \_\_\_\_\_

Diagnosis: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Condition Commenced: \_\_\_\_\_

Probable Duration of Condition: \_\_\_\_\_

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

By Physician or Practitioner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Yes \_\_\_ No \_\_\_ Is patient hospitalization of the employee required?

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

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

Signature of Physician or Practitioner: \_\_\_\_\_

Type of Practice: (Field of specialization, if any): \_\_\_\_\_

Date: \_\_\_\_\_

**PHYSICIAN OR PRACTITIONER CERTIFICATE  
FAMILY MEMBER – SERIOUS HEALTH PROBLEM**

(Family and Medical Leave Act of 1993)

Employee's Name: \_\_\_\_\_

Patient's Name: (If other than employee): \_\_\_\_\_

Diagnosis: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Condition Commenced: \_\_\_\_\_

Probable Duration of Condition: \_\_\_\_\_

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

By Physician or Practitioner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Yes \_\_\_ No \_\_\_ Is patient hospitalization of the family member (patient) required ?

Yes \_\_\_ No \_\_\_ Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation?

Yes \_\_\_ No \_\_\_ After review of the employee's signed statement (see below), is the employee's presence necessary or would it be beneficial for the care of the patient? (This may include psychological comfort).

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

**TO BE COMPLETED BY THE EMPLOYEE REQUESTING FAMILY LEAVE**

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

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Physician or Practitioner: \_\_\_\_\_

Type of Practice (Field of Specialization, etc.) \_\_\_\_\_

Date: \_\_\_\_\_

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

Employee Name: \_\_\_\_\_ Date of Request: \_\_\_\_\_

Department: Police Department                      Position Title: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Teaching Step Plan

Grade	Classification	0	1	2	3	4	5	6	7	8	9
I	Annual Conference Officer	10.50	10.95	11.30	11.70	12.10	12.50	12.90	13.30	13.70	14.10
II	Administrative Assistant	12.50	13.20	13.70	14.10	14.50	14.90	15.30	15.70	16.10	16.50
III	Part Time Personnel	13.30	13.70	14.10	14.50	14.90	15.30	15.70	16.10	16.50	16.90
IV	Personnel	17.90	18.30	18.70	19.10	19.50	19.90	20.30	20.70	21.10	21.50
2008											
12/1/2007											

2008

End of year

all

- 1) 17.51 - 19.00 = 18.51  $\approx$  9,625.20
- 2) 18.51 - 19.04 = 18.51  $\approx$  9,833.20
- 3) 18.91 - 19.04 = 19.31  $\approx$  10,041.20
- 4) 19.31 - 19.40 = 19.71  $\approx$  10,249.20

$\approx$  39,748.80

Teacher's Step Plan  
2009

Grade	Classification	0	1	2	3	4	5	6	7	8	9
I	Annual Control Officer	10.98	11.30	11.70	12.10	12.50	12.90	13.30	13.70	14.10	14.50
II	Administrative Assistant	13.39	13.70	14.10	14.50	14.90	15.30	15.70	16.10	16.50	16.90
III	Part Time Professor	13.70	14.10	14.50	14.90	15.30	15.70	16.10	16.50	16.90	17.30
IV	Professor	18.30	18.70	19.10	19.50	19.90	20.30	20.70	21.10	21.50	21.90
2009											

12/1/2007

End of year  
all

2009

- ① 19.71 → 10,249.20
  - ② 19.71 + .40<sup>d</sup> = 20.11 → 10,457.20
  - ③ 20.11 + .40<sup>c</sup> = 20.51 → 10,561.20
  - ④ 20.51 + .30<sup>c</sup> = 20.81 → 10,665.20
- \$1 41,932.80

Years of Service to PHS Field

Teamster's Step Plan 454/451  
2010

Grade	Classification	0	1	2	3	4	5	6	7	8	9
I	Animal Control Officer	11.30	11.70	12.10	12.50	12.90	13.30	13.70	14.10	14.50	14.90
II	Administrative Assistant	13.70	14.10	14.50	14.90	15.30	15.70	16.10	16.50	16.90	17.30
III	Part Time Padwoman	14.10	14.50	14.90	15.30	15.70	16.10	16.50	16.90	17.30	17.70
IV	Part Time Padwoman	18.70	19.10	19.50	19.90	20.30	20.70	21.10	21.50	21.90	22.30
TEAM											

12/1/2007

End of year 454/457  
End of year 454/455

2010

- ① 20.51 ⇒ 10,665.20
  - ② 20.61 + .10 = 20.61 ⇒ 10,717.20
  - ③ 20.61 + .10 = 20.71 ⇒ 10,769.20
  - ④ 20.71 + .10 = 20.81 ⇒ 10,821.20
- \$42,972.80

## Appendix A

### Length of Service Stipend

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

*Example: an employee hired fulltime on January 1, 2001 will receive a Length of Service Stipend the week following January 1, 2008 in their payroll check representing the stipend amount divided by the number of payroll dates in the year. As example \$500 divided by 52 weeks.*

1/8/08

## Appendix B

Effective January 1, 2008

<u>Eligibility/ Coverage Level</u>	<u>Town Allotment-Medical</u>
Single	90% BC/BS BC3T5RDR-R\$3/15M\$1
Two Person	90% BC/BS BC3T5RDR-R\$3/15M\$1
Family	90% BC/BS BC3T5RDR-R\$3/15M\$1

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

---

The health insurance plan from **Northern New England Benefit Trust**, described as attached, will be effective following approval at town meeting in 2008. It is the responsibility of the Teamsters to institute such health insurance plan and to provide for seamless coverage for the fulltime employees covered by this contract. It is understood by the parties that premium payments, as described below must be made by the town no later than April 10, 2008, for such insurance coverage to be effective May 1, 2008.

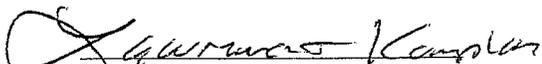
<u>Eligibility/ Coverage Level</u>	<u>Maximum Monthly Town Allotment**</u>		
	<u>2008</u>	<u>2009</u>	<u>2010</u>
Single	\$545	\$572	\$601
Two Person	\$1,174	\$1,233	\$1,294
Family	\$1,436	\$1,508	\$1,584

\*\* If the monthly health insurance premium exceeds the town allotment the employee will pay the excess through payroll deduction.

Agreement  
between the  
Town of Pittsfield  
and  
Local #633 International Brotherhood of Teamsters

It is hereby agreed that the parties shall create a committee, the purpose of which shall be to identify the mechanism for the institution of a bi-weekly payroll system. Such committee shall be composed of 2 members of Local #633 and 2 representatives for the town of Pittsfield.

The committee shall meet on a weekly basis from April 1, 2008 through June 1, 2008 to devise the methodology for the implementation of the bi-weekly payroll system to occur no later than, on or about, October 1, 2008.

  
Chairman, Board of Selectmen

  
Local #633

May 27 2008  
Date

May 30 2008  
Date