

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment is entered into between the Town of Auburn and Charles R. Pelton (hereinafter "Employee") for the purpose of extending the term of Employee's employment with the Town pursuant to an Employment Agreement dated February 19, 2019.

WHEREAS, Employee is employed by the Town of Auburn as its Chief of Police pursuant to an Employment Agreement which will expire on February 15, 2024; and

WHEREAS, the Board of Police Commissioners has approved extended the current agreement for an additional three (3) years through February 15, 2027.

NOW THEREFORE, the parties agree to amended sections of the agreement as follows:

1. Article XIII shall be amended to read as follows:

XIII. Effective Date:

This Agreement commenced on the 15th day of February, 2019 and shall remain in effect for an additional period of three (3) years through February 15, 2027.

2. All other provisions of the Employment Agreement will continue in full force and effect unless modified, in writing, by mutual agreement of the parties.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

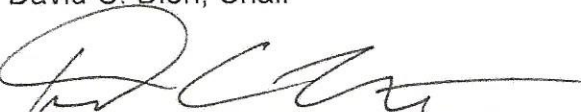
Employee:

For the Town of Auburn:


Charles R. Pelton


David C. Dion, Chair


William G. Herman
Witness to All


Dennis G. McCarthy, Commissioner


Michael J. Rolfe, Commissioner
BOARD OF POLICE COMMISSIONERS

Dated: 2-9-2021

MEMORANDUM OF UNDERSTANDING - CONDITIONS OF EMPLOYMENT

Between the Town of Auburn, New Hampshire and
Charles R. Pelton of Auburn, New Hampshire

This agreement, made and entered into this 12th day of February, 2019, by and between the TOWN OF AUBURN, New Hampshire, a municipal corporation acting through its Board of Police Commissioners with its principal place of business at 47 Chester Road, Auburn, New Hampshire (hereinafter "Town" or "Employer") and Charles R. Pelton of Auburn, New Hampshire (hereinafter "Employee"), witnesseth:

Whereas, the Town desires to retain the services of a qualified law enforcement officer to administer and manage the affairs of the Auburn Police Department as governed by the Board of Police Commissioners; and,

Whereas, the Employee is well-qualified and experienced as a New Hampshire certified full-time police officer; has served in a supervisory position with the Auburn Police Department since 2002, had previously served in a supervisory position with the Hooksett Police Department, and is ready, willing and able to provide the services required by the Town hereunder;

Now, therefore, it is mutually agreed as follows:

I. Services to be Performed by Employee:

The duties and responsibilities set out in the Town of Auburn job description for the position of Police Chief used for the Town of Auburn Personnel Policy, as that job description may be amended from time to time;

All duties and responsibilities enumerated for Chiefs of Police under the provisions of New Hampshire Revised Statutes Annotated 105; which includes the ordinary course of duty and the responsibility for operational control of the Police Department, deployment of Police Department personnel and management of Police Department equipment and facilities.

Such other and future duties as may be required from time to time by the Board of Police Commissioners, or under any applicable Federal, State or Local law, rule, regulation or ordinance.

II. Employee's Salary:

The Town agrees to pay the employee an annual base salary of \$87,369.00 (Grade 19, Step 16) while serving in the capacity of Chief of Police, payable every two weeks at the same time as other employees of the Town are paid.

The Town agrees to increase this base salary by any appropriate step increases or Cost of Living Adjustments (COLA) in the same manner as other employees of the Town as outlined in the Town of Auburn Personnel Policy.

In addition, the Employer may increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Board of Police Commissioners may determine is desirable to do so on the basis of an ANNUAL PERFORMANCE & SALARY REVIEW of said Employee. Said reviews are to be conducted near the Employee's anniversary date.

III. Probationary Period:

The Employers and the Employee, in recognition of the service previously provided to the community during the Employee's tenure as a Patrol Officer, Sergeant and Lieutenant of the Auburn Police Department, both parties agree that a probationary period for any duration is not desired or necessary. To the extent that such a status is called for under the "Town of Auburn Personnel Policy", the Employer and Employee agree to waive this requirement in this instance.

IV. Hours of Work:

It is recognized that the Employee must devote a great deal of time outside of what may be considered normal business hours in order to perform the business of the Employer. This time not only involves hours that are spent at the Employer's work place, but at various activities and meetings that are held away from the Employer's work place, or on occasion work that is performed at home.

The Chief of Police is a full-time salaried position that is exempt from overtime as an Executive Exemption under the Fair Labor Standards Act (FLSA).

V. Termination and Severance Pay:

In the event the Employee is terminated by the Board of Police Commissioners for just cause, then the Employer agrees to pay the Employee, within seventy-two (72) hours of termination, a lump sum cash payment for all accrued leave and wages credited to the Employee prior to termination as required by statute.

The Employer acknowledges if either a suspension without pay or dismissal is considered, it will be only for cause in accordance with the provisions detailed in RSA 105:2-a. For the purposes of this section, "cause" shall mean (i) a conviction of any crime; (ii) substantial evidence of gross misconduct which demonstrates an unfitness

for the position of Police Chief; or (iii) failure to perform the duties of Police Chief after having been notified by the Board of Police Commissioners of the deficiency and having been provided an opportunity to correct the deficiency. Determination that cause for suspension without pay or dismissal exists shall be made by a majority vote of the Board of Police Commissioners after notice to the Employee, which shall include a statement of the reason(s) for the proposed action, and an opportunity to address the board prior to a final determination being made.

This agreement is not intended, nor shall it be construed, to alter the fundamental nature of the employment status of the Employee as the same may be defined by RSA 41:48; RSA 105:1, RSA 105:2-a or other applicable laws nor shall it limit any rights the Employee may have under RSA 105:2-a.

In the event that Employee shall become unable to perform the duties of his position due to a physical or mental disability which is not work-related for a continuous period of more than three (3) months or the exhaustion of FMLA protected leave, whichever is later, the Board of Police Commissioners may, by a majority vote, elect to terminate this Agreement. In the event of a work-related injury, Employee shall be entitled to reinstatement in accordance with RSA 281-a: 25-a.

In return, the Employee agrees to provide a thirty (30) day notice to the Board of Police Commissioners of a voluntary separation of employment.

VI. Benefits of Employment:

Earned Time: The Town agrees to maintain the current rate of earned time leave accrual enjoyed by the Employee and to maintain any earned time leave balance currently on the books for 2019 for the Employee. Accrual and any increase in the annual allowance of leave will occur each year thereafter in accordance with the Town's Personnel Policy, as may be amended from time to time.

Retirement: The Town agrees to maintain the Employee in the New Hampshire Retirement System (NHRS) in accordance with state laws and NHRS regulations & by-laws.

Assignment of Vehicle: It is considered to be in the best interest of the Department and the citizens of the Town of Auburn that the Chief of Police have assigned to him an authorized Department vehicle during both work and non-work hours. It is understood that the Chief of Police may be required to respond to a police emergency or situation at any time and it is therefore reasonable to provide a Department vehicle for that response. To this end, the Chief of Police may use his assigned Department vehicle for driving to and from work and during the weekend and/or when conducting Department business such as attending department related conference or meetings both inside and outside of the general area. When the Chief

of Police is operating his assigned Department vehicle, he will be required to carry his duty weapon, badge and Department identification. The use of an assigned Department vehicle should be reasonable and with due care for the assigned vehicle. The use of a Department assigned vehicle will not be authorized when the Chief of Police is not readily available to respond to Department matters, such as when he is out of the area on vacation.

Cell Phone: The Town agrees to provide a Department issued cell phone for the use of the Chief of Police to ensure he is able to be in communications as needed in the performance of his duties for the Employer.

Longevity Pay: The Town agrees to provide Longevity Pay benefits to the Employee in accordance with the Town of Auburn Personnel Plan, as may be amended from time to time.

Other Terms: The employee is entitled to all other fringe benefits given to full-time town employees in accordance with the Town of Auburn Personnel Plan as may be amended from time to time.

VII. Professional Development:

The Employer agrees to budget for and to pay reasonable travel and subsistence expenses of the Employee incurred in connection with certain Police Commission approved conferences, courses and seminars which are relevant to the position of Chief of Police, and which would benefit both the Employee and the Employer.

Nothing in this section shall be construed as meaning to pay travel expenses in connection with meetings of any official Town of Auburn Board, Commission or Committee held in Auburn.

VIII. Dues and Subscriptions:

The Town agrees to budget and to pay for the professional dues and subscriptions of the Employee in certain professional organizations which are necessary and/or desirable not only for the good of the Employer, but for the Employee to properly fulfill the duties of Chief of Police.

These professional organizations may include, but are not limited to, the N.H. Association of Chiefs of Police, the New England Association of Chiefs of Police or similar statewide or regional organizations.

IX. Other Terms and Conditions of Employment:

The Board of Police Commissioners shall fix any other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law. The attached job description is incorporated as part of this agreement.

All provisions of the Town's policies, regulations and rules of the Employer, relating to holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also apply to the Employee as they would to other employees of the Employer, in addition to said benefits enumerated specifically for the Employee as provided in this agreement.

The parties specifically agree that a vote by the voters of the Town of Auburn to dissolve the Police Commission shall not affect the validity of this Agreement and all references to the Police Commission herein shall be replaced with the Board of Selectmen.

X. Indemnification of Employee:

The Town shall provide the Employee with full indemnification from legal action as outlined in RSA 31:104; 31:105; 31:106, and 491:24 while in service to the Town of Auburn and acting within the scope of the position to which he is legally appointed to serve.

XII. Entire Agreement:

This Agreement contains the entire agreement of the parties unless otherwise provided for by law or local regulation. This Agreement may be amended or modified in the future only by mutual agreement of both parties and by instrument in writing executed by both parties.

XIII. Effective Date:

The Agreement shall commence on the 15th day of February, 2019 and shall remain in effect for a period of five years through February 15th, 2024 (the "Initial Term"). Employee shall assume the duties of Chief of Police on February 15, 2019. In the event the Employer elects not to renew this Agreement, the Town shall pay the Employee as severance pay, his existing salary, for six (6) months after notice of non-renewal of Agreement, in and above the lump sum cash payment for all accrued leave and wages credited to the Employee prior to termination as required by statute.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Employee:




Charles R. Pelton

For the Town of Auburn:



David C. Dion, Chair



William G. Herman
Witness to All



Dennis G. McCarthy, Commissioner



Michael J. Rolfe, Commissioner
BOARD OF POLICE COMMISSIONERS

Dated: 2/14/19.

TOWN OF AUBURN

JOB TITLE: Chief of Police

1/4/11

DEPARTMENT: Police

STATUS: Full-Time, Executive Exemption

LABOR GRADE: 19

JOB SUMMARY: Serves as the Chief Administrator of the Police Department and oversees the day-to-day operation of the Department. Is responsible for the management, supervision, and effective and efficient operation of the Police Department in the enforcement of law and the protection of life and property consistent with Federal and State law and the policies and standard operating guidelines of the Department and Town. Also responsible for the policy development and program implementation of the Department. Is accountable for the effective delivery of police services to the community.

ESSENTIAL DUTIES:

(The listed examples are illustrative only and may not include all duties found in this position.)

- Establishes Department goals, long-range plans, objectives, policies, directives, regulations, and procedures based upon the needs of the Town and the Police Department; continually evaluates the effectiveness and responsiveness of the Department.
- Directs, coordinates, and oversees all Department procedures, practices, and activities; assesses overall operations and ensures policies and procedures are being adhered to and are being monitored by supervisory personnel; establishes and maintains formal channels of communications through which information must flow and specific authority is delegated; takes necessary steps to improve police operations.
- Organizes, directs, and controls all resources of the Department to preserve the peace, protect persons and property, and enforce ordinances and by-laws of the Town, and State and Federal laws.
- Conducts regular inspections of facilities, personnel, and equipment.
- Recruits and selects staff in accordance with State and Federal laws and Town policies and procedures.
- Conducts annual performance evaluations of staff; disciplines staff as necessary.
- Meets with staff and supervisors daily.

- Plans and directs training programs in compliance with the NH Police Standards and Training Council and State Statutes.
- Takes charge at scenes of emergencies, serious crimes, and accidents. Makes final decisions as to courses of action for the safety and protection of citizens, property, and police personnel. Operates both as a member of a team and independently at incidents of uncertain duration, advising and assisting Department personnel, performing complex tasks during life threatening emergencies. Makes rapid transition from rest to near maximal exertion without warm-up periods.
- Advises and assists Department personnel in non-routine investigations.
- Reviews and evaluates daily incidents and reports.
- Oversees pending court cases and prosecutorial skills on a District Court level.
- Establishes and maintains necessary and appropriate records of activities. Prepares and submits crime statistics and Uniform Crime Report statistics, ensuring the Department's eligibility for State and Federal grants. Prepares statistical record for annual Town Report.
- Acts as liaison between Town and other law enforcement agencies; cooperates with law enforcement officials from other jurisdictions on investigations and in the apprehension and detention of suspects. May provide State and other local law enforcement agencies with assistance as a forensic artist; i.e. composite drawing. Participates in State and Federally-funded sobriety checkpoints and DWI patrols.
- Develops and presents annual departmental budget, including warrant articles; administers approved budget and reviews Department expenditures. Monitors payroll for the Department. Maintains equipment and personnel at a level consistent with budget allocations. Seeks financial assistance through grant writing at the Federal, State, and local levels.
- Addresses calls, messages, and any complaints received from the public; insures that any complaints against the Department or its personnel are handled effectively and in a timely manner.
- Serves as primary representative of the Department with civic organizations, public interest groups, elected representatives, schools, etc. Attends and participates in monthly Police Commission meetings and NHACOP and Rockingham County Chiefs of Police meetings.
- Conducts residential patrols daily and performs all regular full-time Police Officer duties on a scheduled shift once a week and as necessary, including patrol, traffic control, responding to calls for service, investigating traffic accidents and criminal offenses, issuing citations and warnings, serving subpoenas, making physical custody arrests with

and without a warrant, transporting prisoners, testifying in court and before administrative bodies, making application for search warrants and arrest warrants, taking juveniles, intoxicated, or mentally ill persons into protective custody, writing investigative reports, conducting crime prevention surveys, responding to citizen inquiries, taking fingerprints of arrested persons, searching for latent fingerprints, searching for and collecting physical evidence at crime and accident scenes, performing various rescue and lifesaving tasks, participating in raids and high-risk warrant services, controlling violent or resisting subjects, apprehending fleeing suspects on foot or in a motor vehicle, and participating in strenuous and physically demanding basic and in-serve training programs.

- Operates both as a member of a team and independently at incidents of uncertain duration; executes safe work procedures associated with assigned tasks; operates motor vehicles in accordance with State laws and Department regulations in routine and emergency situations.
- Uses approved firearms, handcuffs, batons, and other hand equipment in the performance of duties in accordance with Federal and State laws, and Town and Department policies and procedures. Maintains proficiency in the operation of technical equipment, including radar, blood alcohol measuring devices, cameras, two-way radios, etc. Operates motor vehicles in accordance with State laws and Department regulations in routine and emergency situations.
- Interprets, applies, and enforces Federal and State laws and local ordinances and bylaws to preserve the peace and protect persons and property.
- Performs other related duties as required or as directed by the Police Commission.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION:

- Thorough knowledge of the principles and practices of modern police administration and police methods.
- Thorough knowledge of State statutes and codes, Federal guidelines and protocols, and local ordinances relating to law enforcement.
- Extensive knowledge of the standards by which the quality of police service is evaluated and the use of police records and their application to police administration.
- Knowledge of budgetary practices and procedures.
- Skill in the use of firearms and police equipment, including pepper spray, portable radios, pagers, handcuffs, batons, ammunition, and shotguns.
- Skill in the use of computers with standard office software.

- Skill in basic first aid.
- Skill in attending to detail and organizing activities.
- Ability to plan, organize, and direct the work of subordinates performing varied operations connected with police activities.
- Ability to develop proper training and instructional procedures.
- Ability to accurately assess the potential consequences of alternative courses of action and select the one which is most acceptable and appropriate.
- Ability to recognize and the courage to confront potentially dangerous situations and to act decisively to protect persons and property from harm.
- Ability to maintain a high degree of self-control.
- Ability to use a camera.
- Ability to drive a police cruiser.
- Ability to use radar devices.
- Ability to observe, comprehend, retain, and recall factual information.
- Ability to prepare and present concise and meaningful oral and written material relating to the activities of the Department.
- Ability to speak clearly and intelligently.
- Ability to maintain effective working relationships with subordinates, other Town officials, department heads, State and Federal authorities, and civic leaders.
- Ability to deal effectively with the public and provide appropriate referrals to other social service agencies.
- Ability to work under physically and emotionally stressful situations.
- Ability to be on call to meet police emergencies.

SUPERVISORY CONTROLS: The supervisor provides administrative direction with assignments in terms of broadly defined missions or functions. The employee has responsibility for planning, designing and carrying out programs, projects, studies or other work independently. Results of the work are considered as technically authoritative and are normally accepted without significant change. If the work should be reviewed, the review concerns such matters as

fulfillment of program objectives, effect of advice and influence of the overall program, or the contribution to the advancement of technology. Recommendations for new projects and alterations of objectives are usually evaluated for such considerations as availability of funds and other resources, broad program goals or organizational priorities.

GUIDELINES: Guidelines are available, but are not completely applicable to the work or have gaps in specificity. The employee uses judgment in interpreting and adapting guidelines such as agency policies, regulations, precedents and work directions for application to specific cases or problems. The employee analyzes results and recommends changes.

COMPLEXITY: The work typically includes varied duties requiring many different and unrelated processes and methods such as those relating to well-established aspects of an administrative or professional field. Decisions regarding what needs to be done include the assessment of unusual circumstances, variations in approach and incomplete or conflicting data. The work requires making many decisions concerning such things as the interpreting of considerable data, planning of the work, or refining the methods and techniques to be used.

SCOPE AND EFFECT: The work involves establishing criteria; formulating projects; assessing program effectiveness; or investigating or analyzing a variety of unusual conditions, problems or questions. The work product or service affects a wide range of agency activities, major activities of industrial concerns or the operation of other agencies.

PERSONAL CONTACTS: The personal contacts are with individuals or groups from outside the employing agency in a moderately unstructured setting (e.g., the contacts are not established on a routine basis; the purpose and extent of each contact is different and the role and authority of each party is identified and developed during the course of the contact).

PURPOSE OF CONTACTS: The purpose is to influence, motivate, interrogate or control persons or groups. At this level the persons contacted may be fearful, skeptical, uncooperative or dangerous. Therefore, the employee must be skillful in approaching the individual or group in order to obtain the desired effect, such as, gaining compliance with established policies and regulations by persuasion or negotiation, or gaining information by establishing rapport with a suspicious informant.

PHYSICAL DEMANDS: The work requires considerable and strenuous physical exertion and may involve defending oneself or others against physical attack.

PRIMARY PHYSICAL REQUIREMENTS	FREQUENCY
Lift 11 to 25 lbs.	Frequently required.
Lift 26 to 50 lbs.	Occasionally required
Lift over 50 lbs.	Rarely required.
Carry up to 10 lbs.	Frequently required.
Carry 11 to 25 lbs.	Occasionally required.
Carry 26 to 50 lbs.	Rarely required.
Carry over 50 lbs.	Rarely required.
Reach above shoulder height.	Occasionally required.

Reach at shoulder height.	Frequently required.
Reach below shoulder height.	Occasionally required.
Push/Pull.	Occasionally required.

OTHER PHYSICAL CONSIDERATIONS	FREQUENCY
Twisting.	Occasionally required.
Bending.	Occasionally required.
Crawling.	Rarely required.
Squatting.	Occasionally required.
Kneeling.	Occasionally required.
Crouching.	Occasionally required.
Climbing.	Rarely required.
Balancing.	Rarely required.
Running.	Occasionally required.

Work Surface(s): Standard office desk and chair; vehicle; concrete, asphalt, tile and carpet surfaces; rough, wet and slippery terrains.

HAND MANIPULATION	FREQUENCY
Grasping.	Frequently required.
Handling.	Frequently required.
Torquing.	Rarely required.
Fingering.	Frequently required.

Equipment Used: Firearms and other weapon systems, computer, two-way radios, telephone, fax machine, copy machine, motor vehicles.

COGNITIVE AND SENSORY REQUIREMENTS	NEED
Talking.	Necessary for communicating with others.
Hearing.	Necessary for receiving reports and instructions.
Sight.	Necessary for doing job effectively and correctly.
Tasting and Smelling.	May be needed to detect fuel leaks, smoke, intoxicated individuals, etc.

WORK ENVIRONMENT: The work involves high risks with exposure to potentially dangerous situations or unusual environmental stress, which require a range of safety and other precautions (e.g. working under extreme outdoor weather conditions, subject to possible physical attack or mob conditions or similar situations where conditions cannot be controlled).

SUMMARY OF OCCUPATIONAL EXPOSURES
May be exposed to toxic fumes, chemicals and substances, fuels and fluids.

Bloodborne Pathogens.
Tasks and procedures performed by employee involve risks classified by the Center for Disease Control as: Category II (Activity performed without blood exposure may occur in emergency) Category III (Task/activity does not entail predictable or unpredictable exposure to blood)
This position typically does not involve Category I exposure risk, however, if employee is trained in first aid, some emergency procedures may entail Category I exposure risks.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY: Department heads at this level have final responsibility and authority for the accomplishment of objectives, utilization of resources and personnel administration decisions within a major jurisdictional subdivision. They are accountable for the effective and efficient management of work to achieve goals and objectives. They usually receive guidance in the form of approval/denial on matters of policy, service levels and goals or objectives from higher authorities.

MINIMUM QUALIFICATIONS:

- Bachelor's degree from a recognized college or university in Criminal Justice, Law Enforcement, Police Administration, or related field.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the Department usually interpreted to require a minimum of ten years of progressively responsible experience in law enforcement and crime prevention with five years experience in an administrative and supervisory capacity; some experience in budgeting preferred; or any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills and abilities, and willingness to be on call to meet emergency situations.
- Possession of, or ability to readily obtain, NH Police Standards and Training Council certification as a full-time Police Officer and ability to meet Police Standards and Training Council physical agility requirements.
- Possession of, or ability to readily obtain, a valid driver's license issued by the State of New Hampshire for the type of vehicle or equipment operated.