

**Town of Derry**

**and**

**Derry Police Supervisors**

**Chapter 67**

**State Employees Association of New Hampshire**

**Local 1984**

**Service Employees International Union  
AFL-CIO, CLC**

**For the period July 1, 2007 through June 30, 2010**

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I. Preface

- 1.1. This Agreement entered into by and between the Town of Derry, New Hampshire, hereinafter referred to as the "Town" or the "employer", and the State Employees' Association of New Hampshire, SEIU Local 1984, hereinafter referred to as the "Union" or the "employee", has as its purpose the promotion of harmonious relations between the Town and the Union, and the establishment of an equitable and peaceful procedure for the resolution of differences arising between them.

II. Recognition

- 2.1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all permanent employees in the positions of sergeant, lieutenant and prosecutor. In addition, the Parties agree that any employee in a promotional probationary status in a unit position shall have his/her terms and conditions of employment administered under this Agreement. Employees on a promotional probationary status shall not, however, have any rights to appeal through the grievance procedure a determination by the Town that such employee has failed to fulfill the requirements of his/her probationary period. Employees hired into unit positions from outside the police department shall be treated as new employees of the Town for probation purposes in that they are considered non-permanent until completion of their probation.

III. Non-Discrimination

- 3.1. The Employer and the Union agree not to discriminate in any manner against any employee covered by this Agreement because of race, religion, creed, color, age, disability, national origin, or sex.
- 3.2. The Parties agree to honor and to be bound by the provisions of PSA 273-A and RSA 354-A, as amended, with respect to the rights of employees and protection from discrimination.
- 3.3. Employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. Nothing in this Article or Agreement implies that any member of the unit must join the Union as a condition of employment or continued employment.

IV. Management Rights

- 4.1. Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction, and responsibility of the Town and the police department are retained and reserved exclusively to the Town and the Chief of Police, including, but not limited to, the right to manage the affairs of the Town and the department and to maintain and improve the efficiency of its operations; to determine methods,

means, process, and personnel by which operations are to be conducted; to determine the size and direct the activities of the police department; to determine the schedule and hours of duty consistent with the statutes and the assignment of employees to work; to establish new job classifications and job duties and functions and to change, reassign, abolish, continue, and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his/her services; to hire, promote, assign, and retain employees, for just cause and reason; to discipline, suspend, demote, and discharge employees; to promulgate and support reasonable rules and regulations pertaining to the operations.

- 4.2. Nothing in this Agreement shall be construed to limit the right of the Chief of Police or other Division Commander to command the police department as their judgment directs them in any and all emergency situations as they deem to be appropriate.
- 4.3. For the purposes of this Agreement, emergency” is defined as a condition or situation unexpected and/or out of the ordinary which requires action to avoid danger to life or property.

#### V. Union Rights

- 5.1. The local chapter of SEA covering Derry police employees or committees of that chapter shall be allowed the use of the facilities of the Town for meetings when such facilities are available and such meetings would not conflict with the business of the Town. Requests for the use of facilities should be made in writing to the Chief of Police at least one (1) week prior to the requested date.
- 5.2. Staff representatives of the Union shall be allowed to visit with employees during working hours and confer on conditions of employment to the extent that such visitations do not take place in work areas and visits are made known to the Chief of Police at their commencement.
- 5.3. The Town shall provide a bulletin board located in the police station and located at a mutually agreeable place to be used by the Union for the posting of notices concerning Union business and activity.
- 5.4. The Town agrees to provide for the deduction of union dues from each employee’s weekly salary at a rate to be specified by representatives of the Union. Deductions shall only be made from checks drawn against the Town of Derry. Dues withheld hereunder shall be transmitted by the Town to the local chapter treasurer at least monthly, along with a list of employees for whom dues are being paid and the applicable payroll dates.
- 5.5. An individual who is not a member of the Union who requests services of the Union in a grievance representation shall be charged the full fair cost to the Union of such representation. The Town shall be held harmless in any dispute arising out of the collection of such charges.

VI. Union Representative

- 6.1. The Town agrees to recognize the Steward duly authorized by the Union.
- 6.2. The Union shall furnish the name of the Steward to the Town and keep the Town advised of any changes.
- 6.3. The Town shall authorize a reasonable amount of time during the regular working hours without loss of time or pay to permit the Steward to carry out his/her responsibilities in accordance with the provisions of this Agreement. The Union agrees that it shall guard against the use of excessive time in handling such responsibilities.

VII. Consultation

- 7.1. Representatives of the Union may meet with the Chief of Police or his/her designee once a month to discuss matters of mutual concern, at a mutually agreed time and place, including those matters necessary to the implementation of this Agreement. A written agenda shall be exchanged between the Union and the Chief of Police no less than five (5) days before the scheduled date of the meeting. At the discretion of the parties, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chief of Police or his/her designee and the Union from meeting on a more or less frequent basis on mutual agreement, or if matters of mutual concern arise.

VIII. Health and Safety

- 8.1. A representative of the bargaining unit shall be allowed to participate in the Town-wide Safety Committee for the purpose of bringing to the attention of the Town conditions which, in the opinion of the representative, may be detrimental to the health and/or safety of unit employees, and for the purpose of making recommendations for the elimination of such conditions.

IX. Grievance Procedure

- 9.1. Definition: A grievance under this article is defined as a complaint, dispute or controversy which arises between one or more employees and the employer and/or his/her agent, or an alleged violation of any provision of this Agreement, in which the individual grievant alleges a personal loss or injury. However, all cases of discipline and discharge are grievable.
  - 9.1.1. An employee who has a complaint must take up the complaint with his/her Captain verbally before he/she can process the complaint as a formal grievance. The Captain shall give his/her answer within two (2) days. It is anticipated that nearly all

complaints can be resolved informally without grievance. In the case of the Prosecutor, the complaint should be submitted directly to the Chief.

9.1.2. Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated, the relief requested and the extent to which the grievant has sought an informal adjustment of the grievance.

9.2. Procedure

9.2.1. STEP ONE - An employee desiring to process a grievance must file a written statement of the grievance to the Chief of Police no later than ten (10) business days after the employee knew the facts on which the grievance is based, and in no case more than one (1) year from the occurrence of the act by the Town causing the grievance. The Chief shall meet with the employee within three (3) business days following receipt of the notice and shall give a written decision within three (3) business days thereafter.

9.2.2. STEP TWO - If the employee is not satisfied with the decision of the Chief, he/she may file, within five (5) business days following the Chief's decision, a written appeal with the Town Administrator setting forth the specific reasons why he/she believes the Agreement is being violated by the Town action in question. Within ten (10) business days following receipt of the appeal, the Town Administrator shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) calendar days following receipt of the appeal and a written decision shall be rendered within five (5) business days thereafter.

9.2.3. STEP THREE If the employee is not satisfied with the decision of the Town Administrator, the Union may file, within twenty (20) business days following the receipt of the decision of the Town Administrator, a request for arbitration to the Public Employees Labor Relations Board under its rules and regulations. The decisions of the arbitrator shall be final and binding on the Parties.

9.2.3.a STEP THREE AND ONE HALF Grievance Mediation can take place after the last step of the in-house grievance procedure before arbitration if agreed to by both parties. Mediator services through the Federal Mediation and Conciliation Service shall be used. Information at this mediation step cannot be used in arbitration if resolution at this step is not obtained.

9.3. The cost of arbitration shall be borne by the party for whom the arbitration has ruled against.

9.4. The foregoing time limitations may be extended by mutual agreement of the Parties.

- 9.5. Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled on the basis of the last decision made by the Town. Failure of the Town or its representatives to provide a decision at any step of the procedure shall result in the grievance automatically progressing to the next step of the procedure.
- 9.6. The grievant may be present at all the steps of the procedure.
- 9.7. The grievant has the right to be represented at any step of the grievance procedure by a representative of the Union.

X. Disciplinary Actions

- 10.1. The Town shall not discharge or take other disciplinary action against any unit employee without just cause.
- 10.2. The Parties jointly recognize the constructive value of disciplinary action. Accordingly, the Town will:
  - A. Act promptly to apply discipline within a reasonable time of the offense;
  - B. Utilize a procedure of progressive discipline, in increasing order of significance:
    1. Oral reprimand
    2. Written reprimand
    3. Suspension without pay
    4. Demotion
    5. Dismissal

The Parties agree that there may be appropriate cases that may warrant the Town bypassing some of the discipline steps.

- 10.3. All disciplinary actions, including references to oral reprimands, shall be written and shall be placed in the employee's personnel file at the time they are given. Such actions shall narrowly and specifically identify the alleged action or non-action for which the discipline is being given, and shall cite the particular contract provision or published rule or regulation which is alleged to have been violated.
- 10.4. Written records relating to reprimand, suspension, and commendation are considered to be of decreasing significance with the passage of time. Current information is given far greater weight than historical data. Pursuant to RSA 275:56, as amended, if, upon inspection of his/her personnel file(s), an employee feels a record contained therein should be removed or corrected in writing, he/she may so request of the Chief

of Police. If the request is denied, the employee may submit a written statement for the file(s) explaining his/her version of the information contained therein with evidence supporting such version. Such statement shall be maintained as part of the employee's personnel file(s).

XI. Seniority. Vacancies. Probation

- 11.1. Seniority shall mean the length of full-time service within the police department, beginning with the first day after the employee satisfactorily completes the initial probationary period.
- 11.2. The Chief of Police shall establish a seniority list containing the names and seniority of all employees in the unit. The list will indicate; a) the date of employment; and b) seniority within the department. A current list must be posted at least once each year. Any objections to the seniority list as posted shall be reported in writing to the Chief of Police within ten (10) days, or the list will stand approved.
- 11.3. For purposes of computing length of service, as it applies to the wage schedule, service shall be computed from the date of appointment to the rank.
- 11.4. The Town shall post all open positions on employee bulletin boards for a period of not less than five (5) working days. The position posting shall contain the following:

Title of Job Description, Application Closing Date, Application Process, Minimum Qualifications.

Employees shall be notified in the posting of the composition of the examination process and the weighting of the various components thereof.

- 11.5. Permanent employees who are promoted and who fail the probationary period associated with that promotion, which shall not exceed twelve (12) months, if any, shall be returned to a position within the rank from which they promoted.

XII. Compensation

- 12.1 The wage rates in effect July 1, 2007, July 1, 2008 and July 1, 2009 are as provided in Appendix A-1, A-2 and A-3.
  - a. Effective July 1, 2007, all members of the unit will receive a two and one half percent (2.5%) cost of living increase. See Appendix A-1.
  - b. Effective July 1, 2008, all members of the unit will receive a two and one half percent (2.5%) cost of living increase. See Appendix A-2.
  - c. Effective July 1, 2009, all members of the unit will receive a two percent (2.0%) cost of living increase. See Appendix A-3.

12.2. Shift Differential Pay

A shift differential shall be paid to employees assigned to a full shift, or who are assigned to cover employees usually assigned to that shift. Applicable rates are as follows:

<u>Shift</u>	<u>Additional Differential</u>
11 p.m. to 7 a.m.	\$.75 per hour worked
3 p.m. to 11 p.m.	\$.50 per hour worked
7 p.m. to 3 a.m.	\$.50 per hour worked

12.3. Any unit employee who has five years regular appointed service with the Derry Police Department will be paid five dollars (\$5.00) per week in addition to his/her regular weekly salary. For each additional five (5) years of service thereafter, an additional five dollars (\$5.00) per week above the normal weekly wage will be paid. In the event the parties have not agreed to terms and conditions for a successor Agreement prior to the June 30, 2006 expiration date of this Agreement, the parties agree to freeze longevity increases at the June 30, 2006 levels.

12.4. Unit employees, when assigned for more than five (5) consecutive days to the rank of Captain or Lieutenant, shall be entitled to the rate of pay of said higher rank which is at least five percent (5%) higher than their current rate of pay. When patrol supervisors act in the position of shift supervisor they shall be paid at least five percent (5%) higher than their current rate of pay for all such hours.

12.5 Special Supervisory Pay

Effective July 1, 2000, sergeants assigned as on-scene supervisors for special tasks such as Crash Reconstruction or similar tasks shall be compensated at the level of Shift Supervisor for time spent at the scene directing others.

XIII. Hours of Work and Schedules

13.1. The normal work schedule for unit employees shall be as follows: Patrol Division employees shall work four (4) eight-hour days followed by two (2) days of rest; Division of Investigative Services employees shall work the "modified 4-2" schedule, so-called; the Prosecutor shall work five (5) days followed by two (2) week-end days of rest.

13.2. Roll Call: Patrol Division employees shall be required by the Chief to make themselves available (work) for roll call and the person responsible for roll call preparation shall report for duty fifteen (15) minutes prior to roll call. Such time is part of the duty shift. It is paid time. A meal period equal to the roll call and

preparatory time will be provided mid-shift, without pay, to equate the total number of hours of work to eight (8) in a duty shift.

Employees assigned to Division of Investigative Services, although not required to attend roll call, do also serve an eight (8) hour duty shift with a one-half (½) hour lunch period, without pay, thus making the time between the start of the shift and its conclusion equal to eight and one-half (8 ½) hours.

13.2.1 When no patrol supervisor is working the shift supervisor's lunch period shall be taken at Police Headquarters and shall be paid time except as provided in 13.2.2.

13.2.2 In the absence of a patrol supervisor REASONABLE efforts may be made to cover the shift supervisor's meal period by brief re-assignment of another on duty supervisor. In such cases the shift supervisor's meal period will not be paid. It is recognized by the Union and the Town that there may be circumstances when re-assignment of another supervisor is possible but impractical. In those cases 13.2.1 shall prevail. GOOD JUDGEMENT and COMMON SENSE shall dictate the reasonable application of this provision.

13.2.3 Supervisors shall be allowed a total of fifteen minutes of travel time to reach and return from their destination when taking meal breaks in addition to the meal period.

13.3. Each officer covered by this Agreement shall make himself available for a maximum of four (4) hours per month. Employees who are off duty during all or part of this "training time" shall be paid for the time at the appropriate rate. Said time shall be used for full department meetings, firearms training, or other job-related training as designated by the Chief of Police. Said time shall in no instance be used to cover any overtime which would otherwise be paid. The four (4) hours as aforementioned shall be scheduled in advance by the Chief of Police for a minimum period of thirty (30) days. The thirty (30) day notice shall not apply in cases of emergency. The thirty (30) day notice may be waived by mutual consent of the Union and the employer. Any cause for absence shall have to meet the same standard as failing to report for a regularly scheduled shift.

#### XIV. Overtime and Court Appearances

14.1. Until revised as provided herein, employees covered by this Agreement shall be entitled to pay at the rate of time and one-half their respective hourly rate for all hours in excess of their regularly scheduled hours worked in any given work week. Officers are eligible to work up to 72 hours in a workweek but not more than 16 per day, unless otherwise authorized by the Chief or his designee.

14.1.1. Loss of time due to job-related injury, earned time, bereavement and holidays (for employees on a five (5) day forty (40) hour work schedule) shall be considered as

time worked for the purpose of computing overtime; any other absence from work shall not be considered as time worked.

- 14.1.2. The position of Prosecutor is recognized by the parties as being "exempt" for purposes of overtime compensation. The employee assigned such duties is expected to work those hours necessary to fully and satisfactorily fulfill the responsibilities of the job. Fluctuations in daily or weekly schedule will occur, however, it is expected that the average weekly hours will be forty (40), or slightly more when considered over the period of a year.
  - 14.1.2.1. Notwithstanding 14.1.2. above to the contrary, the Prosecutor shall be paid for off-duty training time pursuant to 13.3 of this agreement.
- 14.1.3. Time spent on outside or private work detail will not be counted in determining the number of hours worked for overtime purposes.
- 14.1.4. No employee shall be relieved of duty during the regular shift hours in his/her basic work week in order to compensate or offset overtime hours worked or anticipated unless he/she agrees to be so relieved.
- 14.2. Hours of pay status as a result of receipt of Workers' Compensation shall be used for the purpose of computing eligibility for overtime compensation.
- 14.3. Until revised as provided herein, any unit employee who is required to make off duty court appearances on behalf of the employers shall, when said appearance is made, be compensated in accordance with the provisions of New Hampshire Revised Statutes Annotated, Chapters 516:16 and 592-A:13, for the first hour of attendance. Court time required in excess of one (1) hour, including one-half (½) hour travel time each way for Superior Court appearances, will be paid at the overtime rate.
  - 14.3.1. The Town will pay employees time and one-half (1-1/2) the normal rate of pay for all court time actually spent in District Court or time spent in Superior Court plus:
    - a. Travel time of two (2) hours total will be added when attending Portsmouth District Court.
    - b. Travel time of one and one-half (1½) hours total will be added when attending Rockingham or Merrimack County Superior Courts.
    - c. Travel time of one (1) hour total will be added when attending Salem District Court.
    - d. Travel time of 1/4 hour total will be added when attending the Auburn District Court.

- e. Effective on the first full pay period following signing of this Agreement, the Town will pay employees time and one-half (1.5) the normal rate of pay for a minimum of three (3) hours or time actually spent in district or superior court, whichever is greater, to include compensation as provided in a., b., c., and d. above. Employees reporting to court while off duty will receive the three (3) hour minimum as provided for above upon signing over any court witness fee exclusive of mileage. Employees called to court while on duty and are required to remain beyond his/her work day shall be compensated for time actually spent in court beyond said work day.

The following procedure shall apply upon cancellation of scheduled court:

- 1. Employees who are scheduled for court and are not notified of cancellation of such obligation at least twenty-four (24) hours in advance of such obligation, shall receive one (1) hour pay at time and one half. If the employee is eligible to receive a witness fee as a result of a negotiation between the prosecution and defense when a case is continued or resolved, the officer's compensation shall be as provided in e. above.
- 14.4. Employees called back to work outside of their regular shift shall receive a minimum of three (3) hours pay at their appropriate rate.
  - 14.5. When an employee is absent from work and charges such time against his/her earned time benefits, such time shall be considered as time worked for computation of overtime, provided that the inclusion of such earned time exceeds 40 hours.
  - 14.6. Employees shall only be paid for hours actually worked unless otherwise specifically provided for herein.
  - 14.7. When an employee has volunteered to serve on a committee he/she shall be entitled to a minimum of two hours pay or the actual number of hours spent at the meeting whichever is greater at his/her appropriate rate.

## XV. Holidays

- 15.1. The following are the official holidays for the term of this Agreement:

New Year's Day	Labor Day
Columbus Day	Veteran's Day
Martin Luther King Day	President's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas

- 15.2. When the holiday falls while an employee is on vacation, the employee will receive holiday pay and the day will be charged against his/her leave.

- 15.3. Employees shall receive a day's pay at the regular rate for each of the holidays listed in 15.1. above in addition to his/her regular weekly pay.
- 15.4. In order to receive holiday pay, the employee must be receiving pay from the Town of Derry for the workweek in which the holiday falls.
- 15.5. Bureau of Investigative Services, Bureau of Administrative Services employees and the Prosecutor shall be given holidays off with pay in lieu of additional compensation for the holiday.
- 15.6 Employees who are required to work on New Year's Day, Independence Day, Thanksgiving and Christmas shall be paid at the rate of time and one half for all hours worked in addition to the paid holiday.

XVI. Leave Administration and Maintenance of Standards

EARNED TIME

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

16.1.1. Coverage

Employees who are employed in a full time position are covered by Earned Time. The accrual rates are as follows:

Year of Service	Fraction of a Earned Per Hour	Days Accrued per month	Annual Days
0 thru 5th	.012	2.09	25
6 thru 10th	.0144	2.50	30
11 thru 20th	.0173	3.00	36
after 20	.0197	3.42	41

Below please find the earn rate which is allowed for the respective years of service.

- a. From the date of hire through 5 years of service the employee shall earn 2.09 days per month of service. For example, month 1 - 2.09 earned and month 60 - 2.09 earned.
  - b. The first month of his/her 6th year of service (month 61) through 10 years of service (month 120) he/she will earn 2.50 days per month.
  - c. The first day of his/her 11th year (month 121) through 20 years of service (month 240) he/she will earn 3.00 days per month.
  - d. The first day of his/her 21st year (month 241) and thereafter he/she will earn 3.42 days per month.
- 16.1.2. For the purposes of the earned time benefit, years of service will be calculated from the initial date of employment. Employees may accumulate earned time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked in supplemental compensation such as overtime are excluded) and on years of service to the Town.
- 16.1.3. Earned time may accrue up to 90 days.
- 16.1.4. The Town shall buy back Earned Time Days on demand by the employee (employee option) at a rate of 1 earned day for 1 days pay, any Earned Time days accrued in excess of the employee's applicable annual accrual number. (Example: An officer earning 36 Earned Days per year would have to have not less than 36 days in his/her Earned Time Bank before being allowed to cash in any Earned Days. Should his/her accumulated Earned Day total fall below his/her annual accrual number, he/she would have to wait until his/her accumulated Earned Day total rose back up over the annual accrual number, before cashing in any more Earned Days.) Such buy backs shall be exclusive of the minimum usage requirement.
- a. Employees who enter or have entered the unit with a bank of earned time will be grand fathered and allowed the total earned equivalent as their maximum accrual should it be greater than what is hereby allowed. For example, patrolmen earned days are equivalent to a portion of a sergeant's earned day. Once the patrolmen's earned days have been converted into sergeant's days, that will be the new accrual limit plus the conversion time Specified in 16.1.11.
- 16.1.5. Termination\* and Restoration of Service Credit: An employee whose break in service from the Town is less than one year will have his/her service bridged for purposes of computing earned time accrual. For breaks of more than one year any consideration for prior service shall be at the sole discretion of the Town Administrator. For breaks of more than one year due to health reasons or layoff, prior service shall be bridged.

\* For the purpose of this section, termination shall include any approved leave of absence such as for health reasons, military leave, and also includes layoffs.

#### 16.1.6. Usage

Earned Day may be used any time after being earned, including during an employee's probationary period. All planned Earned Time and unplanned short notice Earned Time will be mutually agreed upon. When earned time is denied, the supervisor shall inform the employee of the reason for the denial. Such reasons may be but not limited to, manpower strengths, emergency situations, or anticipation of inordinate demands for police services.

#### 16.1.7. I. PLANNED EARNED TIME

- (a) All employees will fill out an earned time request form and submit it to their respective supervisors for approval.
- (b) All employees requesting earned time will first check the earned time calendar to determine what dates and times are available, prior to submitting the request forms.
- (c) All employees should note the date and time they are planning their request on the earned time calendar and their request form. This is to prevent the "bumping" of less senior employees.
- (d) From the time an employee requests any earned time, he may be bumped by a senior employee within a 14 day period. After the 14 day period your earned time is locked in.
- (e) Seniority shall be by time in unit. For example, a lieutenant would be junior to a sergeant with more time in the unit than he.
- (f) For all unplanned short notice earned time requested, within a two week period, seniority will prevail. A senior employee can bump another employee up until twenty-four hours prior to the less senior employees earned time.
- (g) Any employee planning to bump a less senior employee, who has already been granted earned time will advise that less senior employee that he has in fact been bumped and must report for scheduled duty.
- (h) Anytime a bump takes place the appropriate division commander shall be notified in writing on an earned time slip.

#### 16.1.8. II. EMERGENCY EARNED TIME

- (a) Emergency earned time will be granted upon request (to include but not limited to mental and physical sickness, and personal emergencies). Upon request of emergency earned time the employee shall state the nature of the emergency. For example, nature of illness, personal emergency, etc.
- (b) Emergency earned time will not effect any other employee who has all ready been granted planned earned time or unplanned short notice earned time.
- (c) Employees utilizing emergency earned time while on duty. will only be docked for the actual amount of time taken for the stated emergency (for example, if an employee leaves his scheduled shift an hour early because of illness, he will only be docked one hour). All other earned days may be used in units of four (4) hour blocks of time.

16.1.9. Minimum Usage

There is a minimum usage of earned days required each year. See schedule below:

<u>YEARS OF SERVICE</u>	<u>MINIMUM USAGE PER YEAR*</u>
0 thru 5th	13 days
6 thru 10th	15 days
11 and after	18 days

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

- a. Earned days may be taken to cover absence for any reason, including illness, vacation, dentist or doctor visits, as long as the total number of days taken meets or exceeds the minimum required usage as indicated.
- b. Two weeks of earned days shall be used by each member during the course of the year. Weeks shall mean a regularly scheduled work week of 5 days or 4 days for an employee working on a short week, in addition to any other earned time used. The weeks do not have to be consecutive.

16.1.10. Termination

All unused earned time days will be paid at the time of termination or retirement.

- a. Earned time is paid at the base pay rate at time of termination.

- b. In the event of the death of an employee, his/her earned time benefit shall be paid to his/her beneficiary in full as noted on the life insurance policy provided by the Town of Derry.

16.1.11. Sick Leave Pool

- a. The Sick Leave Pool is intended to provide security to supplement other insurance benefits by allowing employees to “buy” insurance for extended illness, or other disability. Pool days may be used to “make an employee whole” if disability or workers’ compensation benefits are less than normal net base pay. When “buying” pool days, employees convert earned days on a 1:3 basis. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.
- b. Pool days are available for use only under the condition listed below, and are not eligible for pay out at retirement or termination.
  - 1. Use of Pool days may begin on the sixth consecutive work day absence due to illness, injury or other disability.
  - 2. A physician’s report must accompany the request to use Pool days.
  - 3. It is not necessary to use up all Earned Days before using Pool days.
  - 4. The employee may continue using Pool days until his/her Pool is exhausted or until no longer disabled.
  - 5. Periodic doctor’s reports may be required.
  - 6. The maximum Pool day accrual is 150 days (i.e., the maximum conversion of Earned Days is 50, which would convert to 150 Pool days). If Pool days are used, or if an employee wishes to add to his/her Pool days, more Earned Days may be added each December and July (to a total of 150 Pool days). Earned time may not be converted to Pool days at any other time.
  - 7. An exception to (b)(1) above, regarding use of five (5) Earned Days to access the Sick Leave Pool may be granted when:
    - An employee returns to work after using sick pool days, but is disabled within 10 working days of return;
    - the disability is from the same cause as the original sick pool usage;

-the disability is certified by a physician to be the same as the original use;

-under these circumstances, the Town Administrator may grant an exception to the five (5) Earned Time Day requirement.

- 16.2. Bereavement Leave: In the event of a death in the immediate family of an employee, he will be granted leave in the amount of three days, excluding regularly scheduled days off, and such leave will not be charged to earned time. "Immediate family" shall include spouse; his or her spouse's parents, grandparents, great grandparents, brothers, sisters, child; and other members of the family residing permanently within the household of the employee.
- 16.3. Unit employees shall have one (1) personal leave day for their use during each contract year.
- 16.4. Supervisory officers absent from work shall receive their pay directly from the Town of Derry, and upon receiving payment from Workers' Compensation insurance shall sign the insurance carrier's check over to the Town for up to one year.

#### 16.5. FAMILY AND MEDICAL LEAVES OF ABSENCE

##### 16.5.1. General Provisions

Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), all employees who worked at least 1,250 hours during the prior twelve (12) months are entitled to take not more than twelve (12) work weeks unpaid FMLA leave of absence in a twelve (12) month period (as defined below) in the event of:

- a. the birth of a child in order to care for the child (leave must be taken within twelve (12) months of the birth);
- b. an adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of placement);
- c. serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is not capable of self-care and the employee is needed for such care.
- d. a serious health condition of the employee which results in the employee's inability to perform his or her job.

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. That twelve (12) month period is

defined as a "rolling" twelve (12) month period measure backward from the date an employee begins any FMLA leave. Each time an employee begins a FMLA leave, he is eligible to use any of the maximum of twelve (12) weeks leave not used in the prior twelve (12) months. For example, if an employee has used eight (8) weeks of FMLA leave during the twelve (12) months prior to a new leave request, the employee is then eligible to take an additional four (4) weeks of leave. As further example, if an employee takes four (4) weeks of FMLA leave beginning September 1, 2003, and four (4) weeks of FMLA leave beginning December 1, 2003, an employee requiring additional FMLA leave on March 1, 2004, would have four (4) weeks of FMLA leave available. In other words, the number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks").

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs A and B above, must be taken all at once unless otherwise agreed to by the Town Administrator. If medically necessary, FMLA leaves due to illness as described in paragraphs C and D above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, the Town Administrator may require the employee to transfer temporarily to an alternate position which better accommodates periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

When a FMLA leave is approved, an employee's accrued, unused earned time, exclusive of the employee's annual minimum usage requirement, will be included as part of the twelve (12) week leave requirement for an A, and B FMLA leave listed above. For example, an employee with two (2) weeks accrued, unused earned time is required to use that time before taking not more than ten (10) additional unpaid weeks. In addition, for type A or B FMLA leave the employee may at his/her option utilize accrued unused earned time to cover any period of otherwise unpaid leave. (For type D leave, an employee eligible for Short Term Disability (may) use unused accrued earned time to supplement the difference between the Short Term Disability benefit and his/her regularly weekly wages, exclusive of overtime). In the event an employee exhausts Short Time Disability benefits or in the use of a type C leave, an employee must use any accrued unused earned time in excess of forty-five (45) days and further provided may convert such days in excess of forty-five (45) to "sick days" at the rate of one earned time day for two "sick days".

When an employee requests any leave of absence which qualifies as leave under the FMLA, the Town Administrator may designate such leave as FMLA leave upon written notification to the employee.

#### 16.5.2. Status of Employee Benefits

While on FMLA leave, employees may continue to participate in the Town's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay the Town Chief Financial Officer the employee's share of any medical insurance premiums once per month in advance on the first day of each month. For contributions to a flexible spending account, if any, during any unpaid FMLA leave, such amounts must be withheld from the employee's last paycheck or checks. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reason beyond the employee's control.

Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence, for example, an employee on leave will not accrue earned time. At the end of an authorized FMLA leave, an employee will be reinstated to his/her original or a comparable position.

#### 16.5.3. Basic Regulations and Conditions of Leave

The Town will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include estimate of the amount of time the employee is needed to provide care. In its discretion, the Town may require a second medical opinion and periodic re-certification at its own expense. If the first and second opinions differ, the Town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Town and the employee.

#### 16.5.4. Notification and Reporting Requirements

When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Town operations. In cases of illness, the employee will be required to report periodically on his/her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to the employee's own illness, the employee must present a written authorization from his/her doctor stating that the employee is ready to return to work.

#### 16.5.5. Procedures

- a. A request for Family and Medical Leave of Absence Form must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the Town Administrator or his/her designee for

proper approvals. If possible, the form should be submitted thirty (30) days in advance of the effective date of the FMLA leave.

- b. All requests for FMLA leaves of absence due to illness must include the following information attached to a completed Request for Family and Medical Leave of Absence Form:

Sufficient medical certification stating:

- i. the date on which the serious health condition commenced;
- ii. the probable duration of the condition; and
- iii. the appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of FMLA leave to care for a child, spouse or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his/her position. In the case of certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

#### 16.5.6. Coordination with Maternity Leave

The Town provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.

Maternity leave will be treated in the same manner as a type D FMLA leave of absence; that is, the employee is required to exhaust accrued, unused earned time followed by use of unused vacation and personal days, respectively, as may be needed time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability.

An employee who uses less than the Available Leave Weeks for type D leave for maternity may take additional type A FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

#### 16.5.7. Coordination with other Town Policies; Reference to FMLA and the FMLA federal regulations issued by the US Department of Labor contain many imitations and qualifications for entitlement and governance of FMLA leave not herein. The terms

of the FMLA and the FMLA federal regulations are incorporated here and will be applied in all instances of requested or designated FMLA leave.

## XVII Insurance and Medical Coverage

17.1.1. The Town shall provide employees with the option of selecting one of the following: A - Blue Choice POS (BC3T5RDR-R\$3/\$15M\$1) or B - Blue Choice (BC3T10-R\$3/15M\$3/7) or an equal and mutually agreed upon plan for single, two person, or family coverage. Employees will provide to the Town, through equal weekly payroll deductions, an insurance premium for that employee's level of coverage:

### A. Blue Choice POS (BC3T5RDR-R\$3/\$15M\$1)

Effective date of contract signing, 14% of premium.

Effective July 1, 2008, 15% of premium with costs not to exceed \$62.53 for family coverage, \$46.32 for two-person coverage and \$23.16 for single coverage, per weekly payroll period.

Effective July 1, 2009, 16% of premium with a cost not to exceed \$71.68 for family coverage, \$53.09 for two-person coverage and \$26.55 for single coverage, per weekly payroll period. The rates shall remain capped pending a future Contractual Agreement.

### B. Blue Choice POS (BC3T10-R\$3/15M\$3/7)

Effective date of contract signing, 14% of premium.

Effective July 1, 2008, 15% of the premium with costs not to exceed \$61.09 for family coverage, \$45.25 for two-person coverage and \$22.62 for single coverage per weekly payroll period.

Effective July 1, 2009, 16% of the premium with costs not to exceed \$71.68 for family coverage, \$53.09 for two-person coverage and \$26.55 for single coverage per weekly payroll period.

17.1.2 Members hired before 5/6/05 may receive a buy-out (in lieu of health insurance) at rates in effect on July 1, 2007, which are \$633.03 monthly for 2-person and \$854.59 monthly for family. Members hired after 5/6/05 may receive an annualized buy-out of \$2500 family and \$2500 two-person. This is available for employees who, upon proof of alternative coverage, opt out of the Town's plan. Buy-out shall be at the coverage level for which the employee is eligible with payments made monthly.

- 17.1.3 The Town and Union agree to form a "Joint Labor-Management Committee" to review all possible Health Insurance Package Options. The Committee shall be comprised of one member from each bargaining unit, the Human Resources Director or designee and the Administrator or designee. When the Committee agrees upon an option, advertises (RFP/RFQ) and selects a provider, then the selected option shall be subject to being negotiated into this Agreement by the parties. The Human Resources Director shall serve as the facilitator of the committee and one union representative shall serve as co-facilitator.
- 17.1.4 Employees may opt for a higher level of coverage as available through the New Hampshire Municipal Trust. In such event, the employee shall, through payroll deduction, pay the difference between the premium opted for and the Town's premium share for that employee's Blue Choice POS level of coverage.
- 17.2 Dental Insurance The Town agrees to make available dental insurance as provided by the New Hampshire Municipal Association Health Insurance Trust Ins., Option I - Coverage A - 100%; Coverage B - 80%; Coverage C - 50%; Coverage D - 50% with \$25/\$75 deductible and \$1,000 maximum per person. The Town shall pay 100% of the single membership and shall make available, at the employee's expense, two-person and family coverage, which shall be payroll deducted from such employee's pay.
- 17.2.1 A buy-out of dental insurance premium shall be available at the value of fifty percent (50%) of the total single coverage premium for employees who, upon proof of alternative coverage, opt out of the Town's plan.
- 17.3 In the event of the death of a unit employee, his/her beneficiary shall be paid the equivalent of one (1) times annual salary with AD & D rider to be paid in accordance with terms of the insurance policy.
- 17.4 A Short Term Disability insurance plan will be provided, which provides compensation for lost time because of illness or injury. The plan will begin on the eighth day for disability due to illness, and on the first day in the case of disability due to injury. The maximum weekly coverage is one thousand dollars (\$1000.00) and the maximum duration of benefits is 26 weeks. (The maximum coverage amount will increase from \$450 weekly to \$1000 weekly on the 1<sup>st</sup> of the month following 30 days after the contract signing.)
- 17.5 Employees shall be provided industry standard, commercially available Long Term Disability insurance coverage designed to provide a wage continuation benefit equal to 60% of basic monthly earnings to a maximum of \$5,000; less other income benefits, up to age sixty-five (65).

- 17.6 Employee deductions for health insurance premiums and other benefits deductions will be made on a pre-tax basis as permitted under the provisions of a Section 125 Plan. The Town shall make available to employees Section 125 Plan Health Care and Dependent Care Flexible Spending accounts.
- 17.7 The Town shall make a 457 Savings Plan available to employees of this unit. Employees opting to participate may make payroll deducted contributions to the Plan by designation of Earned Time (exclusive of minimum usage provisions) and/or wages up to the allowable maximum. The Town will make no contributions to the Plan.

#### XVIII. Outside Details

- 18.1. Outside details are offered or denied at the discretion of the Chief of Police. Such details may be withheld, for example, because of an officer's failure to fulfill regular duty assignments or extra duty assignments as offered by the department.
- 18.2. Outside details are paid through the police department budget, but reimbursed by a third party. Employees working outside detail will be paid the rate of one and one-half times the hourly rate for a patrol officer at the highest step per hour for a minimum of four (4) hours, when assigned to such work.
- 18.3. Outside details shall be subject to a minimum of four (4) hours pay for each detail for private employers.
- 18.4. Supervisors who are assigned to work an outside detail and are assigned to act in the capacity of a supervisor shall be paid at a rate of one and one-half times their regular hourly rate of pay.
- 18.5. Outside details may be worked in communities that have a Mutual Aid Agreement in effect with the Town of Derry and request same through the department. This shall be in accordance with applicable rates and agreement as negotiated with the Police Chief and Union.

#### XIX. Miscellaneous

- 19.1. The Parties recognize the responsibility of the Town to indemnify its employees from claims against them arising from the performance of their duties. The Town agrees to do so within the limits established by the Police Professional Liability Insurance coverage provided by the Town pursuant to RSA 31:105, 106, 107 to fulfill such responsibility.
- 19.2. To provide a clear understanding of the contents of the Agreement, the Town agrees to provide sufficient copies of the Agreement to a union representative for distribution to each member of the local.

- 19.3. Members who submit to and successfully pass the entry level age- and gender-specific physical fitness standards as set forth by Police Standards and Training Council (at least sixty days prior to the test date) for entry into the academy, shall receive \$500.00 per contract year for achieving the 35<sup>th</sup> percentile of standards or \$750 per contract year for achieving the 50<sup>th</sup> percentile of such standards. These stipends are non-cumulative. Breen, Charewicz, Marshall, Moreau, Morelli, Muise, Muncey and Smith shall receive \$250 upon contract signing; Beattie, Cooney and Kester may test again in FY 08.
- 19.4. Uniforms and Clothing: Unit employees will be provided with uniforms as required by the Town. Such uniforms shall be maintained, updated and replaced as may be approved by the respective Division Commander. Employees on plain clothes assignments shall also be paid three hundred seventy five dollars (\$375.00) per year to maintain their civilian clothing.
- 19.5. Cleaning: Unit employees will have up to four (4) garments per week two hundred eight (208) and two (2) outer garments per contract year cleaned at Town expense.
- 19.5.1 Garments shall mean those items of clothing that are required to be and are actually worn on duty while conducting the business of the police department to include uniforms, fatigues and appropriate business attire (required for court, training, etc.).
- 19.5.2 Members submitting "appropriate business attire" for cleaning shall make a notation on the cleaning log sheet indicating what required department business the clothing to be cleaned was worn. An example of such notation would be "court 11/18/03 special assignment (brief description), training 11/21/03, etc.

XX. Stability of Agreement

- 20.1. This instrument constitutes the entire Agreement of the Town and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the Parties.
- 20.2. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement.

- 20.3. In the event any provision of this Agreement in whole or in part is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event, the remainder of this Agreement shall continue to be binding upon the Parties hereto.
- 20.4. Waiver by either party of the others non-Performance or violation of any term or condition of this Agreement shall not constitute a waiver of any other non-performance or violation of that term or condition or of any other term or condition of this Agreement, or of the same or other non-performance or violation in the future.
- 20.5. No amendment, alteration, or variation of the terms or provisions of the Agreement shall bind the parties hereto unless made and executed in writing and agreed to by both parties.
- 20.6. In accordance with RSA 273-A:13, the Parties agree not to cause, condone, sanction or participate in any strike, slowdown or other job action.
- 20.7. Since it is to the benefit of all that harmonious relations prevail in the police department, the Chief of Police may request that the Steward make an effort to resolve differences between or among unit employees in cases where disputes arise which have major consequences for the performance of the employees or the department.

XXI. Duration

This Agreement shall be in full force and effect from July 1, 2007 through June 30, 2010.

Police Supervisors Pay Scale - Appendix A - Effective July 1, 2007			
	Step 1	Step 2	Step 3
Sergeant (A) 1941.33	31.15 60,472.43	32.71 63,500.90	34.34 66,665.27
Sgt./Shift Sup. (B) 1941.33	32.71 63,500.90	34.35 66,684.69	36.07 70,023.77
Lieutenant (C) 1941.33	34.35 66,684.69	36.07 70,023.77	37.87 73,518.17
Prosecutor (D) 2080	32.86 68,348.80	34.50 71,760.00	35.36 73,548.80
Sgt. Services (E) 2080	32.71 68,036.80	34.35 71,448.00	36.07 75,025.60
Lt. Services (F) 2080	34.35 71,448.00	36.07 75,025.60	37.87 78,769.60

Police Supervisors Pay Scale - Appendix B - Effective July 1, 2008			
	Step 1	Step 2	Step 3
Sergeant (A) 1941.33	31.93 61,986.67	33.53 65,092.79	35.20 68,334.82
Sgt./Shift Sup. (B) 1941.33	33.53 65,092.79	35.21 68,354.23	36.97 71,770.97
Lieutenant (C) 1941.33	35.21 68,354.23	36.97 71,770.97	38.82 75,362.43
Prosecutor (D) 2080	33.68 70,054.40	35.36 73,548.80	36.24 75,379.20
Sgt. Services (E) 2080	33.53 69,742.40	35.21 73,236.80	36.97 76,897.60
Lt. Services (F) 2080	35.21 73,236.80	36.97 76,897.60	38.82 80,745.60

Police Supervisors Pay Scale - Appendix C - Effective July 1, 2009			
	Step 1	Step 2	Step 3
Sergeant (A) 1941.33	32.57 63,229.12	34.20 66,393.49	35.90 69,693.75
Sgt./Shift Sup. (B) 1941.33	34.20 66,393.49	35.91 69,713.16	37.71 73,207.55
Lieutenant (C) 1941.33	35.91 69,713.16	37.71 73,207.55	39.60 76,876.67
Prosecutor (D) 2080	34.35 71,448.00	36.07 75,025.60	36.96 76,876.80
Sgt. Services (E) 2080	34.20 71,136.00	35.91 74,692.80	37.71 78,436.80
Lt. Services (F) 2080	35.91 74,692.80	37.71 78,436.80	39.60 82,368.00