

Collective Bargaining Agreement
Between The

Town of Atkinson
and the
International Brotherhood of Police Officers Local 563

For the period
April 1st 2006
through
April 1st 2009



2006 -
2009

Table of Contents

Article 1	Preamble	3
Article 2	Purpose	3
Article 3	Negotiation Procedures	3
Article 4	Continuity of Operations	3
Article 5	Recognition	4
Article 6	Discrimination	4
Article 7	Gender	4
Article 8	Union Activity	4
Article 9	Management Rights	4
Article 10	Union Security	5
Article 11	Union Rights	5
Article 12	Probationary Period	6
Article 13	Grievance Procedure	6
Article 14	Disciplinary Procedures	8
Article 15	Benefits Eligibility	9
Article 16	Bereavement Leave	9
Article 17	Jury Duty	9
Article 18	Holidays	9
Article 19	Personal Days	10
Article 20	Sick Leave	10
Article 21	Vacation Leave	10
Article 22	Military Leave	11
Article 23	Medical Insurance	11
Article 24	Dental Insurance	12
Article 25	Life & AD&D Insurance	12
Article 26	Disability Insurance	12
Article 27	Uniform Allowance	12
Article 28	Outside Details. Outside Duty Assignments	13
Article 29	Shift Assignments	14
Article 30	Scheduling & Filling Open Shifts	14
Article 31	Wages	14
Article 32	Longevity Wage Adjustment	15
Article 33	Shift Differential	16
Article 34	Educational Incentive	16
Article 35	No Strike / Lockout	16
Article 36	Stability Agreement	17
Appendix A	Salary Schedule	17

Article 1

Preamble

This agreement made this 10th day of January, 2006 by and between the Town of Atkinson, New Hampshire, hereinafter called the "Town", and Local 563 of The International Brotherhood of Police Officers, hereinafter called the "Union", arrived at as a result of collective bargaining negotiations, and may be modified only by such amendment hereto as shall have been reduced to writing and signed by the parties.

Article 2

Purpose

It is the purpose of this agreement to reduce to writing the total understanding of the parties regarding wages, hours, and working conditions of the Atkinson Police Department Employees covered by this agreement, and that such understandings be written to be mutually binding.

The objectives of this Agreement are the promotion of harmonious and cooperative relations between Management, Union and members thereof; and the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer as defined in RSA 273-A.

The Agreement concerning wages, hours, and working conditions and statement of wage and fringe benefits expressed in this agreement shall be the sole and exclusive source of any and all Employee benefits for those employees covered by this Agreement and shall be in lieu of any and all benefits expressed in any other document or statement of the Town without limit or exception including but not limited to pension programs, wage statements, fringe benefits statements, or employee personnel booklets. All employee benefit programs have been reviewed by the parties to these negotiations, and those not expressly appearing within this agreement are hereby specifically and expressly waived by the Union.

Article 3

Negotiation Procedures

International Brotherhood of Police Officers, Local Chapter 563 and the Town of Atkinson agree to enter into collective negotiations in accordance with N.H. RSA 273-A on or before July, 2009, FIRST prior to the expiration of the Agreement, this being 194 days prior to the last day (second Tuesday in January) to submit a budget as proscribed under RSA 40:13, II-a (b) and RSA 273-A:1, III. Either party may submit to the other written notice of its intention to renegotiate concerning salaries, hours, terms and conditions of employment as defined under RSA 273-A.

Article 4

Continuity of Operations

Both parties recognize the desirability of continuous and uninterrupted operation of police services throughout the year, and the avoidance of disputes, which threaten to interfere with such operation. The Union, in consideration of this Agreement and its terms and conditions, shall not engage in or condone any strike, work stoppage or any other concerted refusal to perform any assignments on the part of any employee(s) represented herein, nor shall Town Management sponsor any lockouts.

Article 5

Recognition

The Town hereby recognizes the Union (OBPO Local 563) as the exclusive collective bargaining unit for the following employees for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment, working conditions, and other conditions of employment.

- Patrolmen – full and part-time New Hampshire Police Standards & Training Council certified (NHPSTC).
- Dispatchers – full and part-time.

Excluded from this agreement are the following employees:

- Chief of Police
- Deputy Chief(s) of Police
- Captains
- Lieutenants
- Sergeants
- Corporals
- Confidential Secretary to Chief
- Temporary Employees
- Probationary Employees
- On Call Employees
- Non certified (NHPSTC) Special Police Officers
- Non certified (NHPSTC) Community Service Officers

Article 6

Discrimination

The parties to this agreement agree not to discriminate against any employee because of race, color, creed, gender, national origin, marital status, physical handicap, or sexual orientation.

Article 7

Gender

Wherever a male gender is used in this agreement it shall be construed to include and refer to all employees in job classifications regardless of gender.

Article 8

Union Activity

There shall be no discrimination, interference, restraint, or coercion by the parties against any employee for his activity on behalf of the Union, or membership or non-membership in the Union.

Article 9

Management Rights

The parties agree that all rights and responsibilities of the Town which have not been specifically provided for in this agreement are retained in the sole discretion of the Town whose right to determine and structure goals, purposes, functions, and policies of the Town without prior

negotiations with the Union and without being subject to the grievance procedure of this agreement shall include but not be limited to the following:

- a) The right to direct employees; to determine qualifications, promotional criteria, hiring criteria, standards for work and to hire, promote, transfer, assign, retain employees in positions; and to suspend, demote, discharge or take other disciplinary actions against an employee subject to the other provisions of this agreement, including the grievance procedure;
- b) The right to implement a reduction in force due to a lack of funding.
- c) The right to take such action as in its judgment it deems necessary to maintain the efficiency of Police Department operations:
- d) The right to determine the means, methods, budgetary and financial procedures, and personnel by which the Police Department operations are to be conducted;
- e) The right to take such actions as may be necessary to carry out the missions of the Police Department in the case of emergencies;
- f) The right to make rules, regulations, and policies not inconsistent with the provisions of this agreement and to require compliance therewith;

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

Article 10

Union Security

Each member of the bargaining unit who, on the effective date of this agreement is a member of the Union and each employee who becomes a member of the bargaining union and the Union after that date shall continue his/her membership in the Union for the duration of this agreement; provided, however, that an employee may at his/her discretion and in writing, with a copy to the Town, withdraw his/her membership from the Union within thirty (30) calendar days prior to the annual anniversary date of the Agreement.

Article 11

Union Rights

11.1 Union Business

It shall be the right of the Union to represent employees in collective bargaining negotiations relative to wages, hours and conditions of employment, and in the settlement of grievances of its members.

The President of IBPO Local 563, or his/her designee, shall be given an opportunity to participate in negotiations and process grievances without loss of compensation or benefits. On

duty participation in negotiations and grievance administration shall be subject to approval by the Chief of Police and in compliance with the requirements of RSA 273-A.

11.2 Union Bulletin Board

The Town agrees to allow the Union to have space for a bulletin board in the Officer's Room in the Police Station, provided that the area will be kept in a neat and orderly manner, and that any such usage does not interfere with the operation of the Police Department.

Article 12

Probationary Period

All employees shall serve a probationary period of one (1) year. Upon completion of their probationary period, employees may become members of the Union and the terms and conditions of their employment shall be determined by this Agreement.

Article 13

Grievance Procedure

- 13.1.1 A grievance shall be defined as meaning a grievance or disagreements arising out of the application or interpretation of the provisions of this Agreement.
- 13.1.2 A grievance, to be considered under this procedure, must be initiated in writing within ten (10) workdays of the incident/occurrence giving rise to the grievance, or within ten (10) work days from the time the employees knew or should have known of the incident/occurrence giving rise to the grievance.
- 13.1.3 Failure by the Town or its agents to communicate the decision on a grievance within the specified time limits shall permit the grievant, or the Union on his/her behalf, to proceed to the next step. Failure to appeal an adverse decision to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision.
- 13.1.4 An individual member of the bargaining unit may present an oral grievance to his/her supervisor without the intervention of the exclusive representative. Until a grievance is reduced to writing, the Union shall be excluded from a hearing if the employee so requests, but any resolution of the grievance shall not be inconsistent with the terms of this agreement.

Procedure:

- 13.1.5 **Step 1:** The grievance shall be submitted in writing to the Chief of Police, on his/her designee, within ten (10) work days of the incident/occurrence, or from the time the employee knew or should have known of the incident/occurrence, giving rise to the grievance. The grievance shall describe the circumstances giving rise to the grievance, and make reference to the provision(s) of the Agreement which have allegedly been violated as well as the remedy being sought. The Chief, or his/her designee, shall hold a hearing within ten (10) workdays of his/her receipt of the written grievance and shall render a decision within ten (10) workdays following said hearing.

Step 2: If the grievance is not resolved at Step 1, an appeal may be filed with the Board of Selectmen in writing within ten (10) work days of either (a) receipt of the Step 1 decision or (b) expiration of the ten (10) work days following the Chief's hearing. The Board of Selectmen shall hold a hearing on the grievance within twenty one (21) calendar days of receipt of the appeal and shall render a written decision within fifteen (15) calendar days following the hearing.

Step 3: Federal Mediation and Conciliation Service

Background:

This article proposes to utilize the free services of Federal Mediation and Conciliation Services prior to arbitration to lower costs to both parties with the intent of creating a mutually beneficial resolution to the grievance issue.

Guidelines for Grievance mediation:

The parties must submit a signed, joint request for FMCS assistance. The parties must agree that grievance mediation is not a substitute for contractual grievance procedures.

1. The grievant is entitled to attend the mediation.
2. The parties must waive any time limits in their labor agreement while the grievance mediation step is being utilized.
3. The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.
4. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting. FMCS is a neutral agency created to mediate disputes and maintains a policy of declining to testify for any party, either in court proceedings or before government regulatory authorities.
5. The mediator will use problem-solving skills to assist the parties, including joint and separate caucuses.
6. The mediator has no authority to compel a resolution.
7. If the parties cannot solve the problem, the mediator may provide the parties in joint or separate session with an oral or advisory opinion.
8. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in the collective bargaining agreement.
9. Nothing said by the parties during grievance mediation, nor any documents prepared for a mediation session can be used during arbitration proceedings.
10. The parties must agree to hold FMCS and FMCS mediators harmless for any claim of damages arising from the mediation process.
11. The parties must agree to these procedures and guidelines.

Step 4: If the grievance remains unresolved, the Union will have the sole right to appeal the grievance to Arbitration. The Union shall notify the Board of Selectmen of its intent to Arbitrate within ten (10) workdays of its receipt of the Board's Step 2 decision. The following procedure shall be utilized to secure the services of an arbitrator:

- a. The parties will attempt to agree upon a mutually acceptable third party to serve as arbitrator. If no agreement is reached within twenty (20) days following the date the request for arbitration was received by the Board, the Public Employee Labor Relations Board (PELRB) will be notified by either or both parties and requested to submit a roster of persons qualified to function as arbitrator.
- b. If the parties are unable to determine a mutually acceptable arbitrator from the submitted list, the PELRB will appoint an arbitrator.
- c. The arbitrator shall limit his/her consideration to the issues submitted to him/her by the parties. The arbitrator shall have no right, power or authority to determine any change in, modification or alteration of, addition to, or subtraction from any provision or portion of this Agreement.
- d. The decision of the Arbitrator shall be final and binding upon the parties.
- e. The arbitration provisions of this Article shall be subject to RSA 542, Arbitration of Disputes.
- f. The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel expenses, if any, shall be borne by the losing party. The party incurring the same shall pay any other expense.

Article 14

Disciplinary Procedures

No employee shall be disciplined but for just cause. Disciplinary action may, as the situation requires, be taken in the following order;

1. Verbal warning (a record may be placed in the employee's personnel file reflecting only the date/time of the warning and the reason therefore)
2. Written warning.
3. Suspension without pay.
4. Discharge.

The sequence need not be followed if any infraction is sufficiently severe to merit immediate suspension or discharge.

All suspensions and discharges must be stated in writing and describe the specific reason(s) for the disciplinary action. A copy shall be provided to the employee. Any discharge or suspension without pay may be appealed to the Board of Selectmen within 10 workdays as outlined in Step 2 of the Grievance Procedure. Any appeal from a decision of the Board of Selectmen under this section shall be initiated exclusively at Step 3 of the Grievance Procedure.

Article 15

Benefits Eligibility

All Full-time employees are eligible for medical insurance., A full-time employee shall be one whose regularly scheduled work week is at least 32 hours or more per week. Part-time employees may be eligible for benefits provided they have worked a minimum of one thousand (1000) hours during the preceding year of employment. Annual verification of hours is required. For purposes of this section, only actual hours worked, excluding detail hours shall be used to calculate the 1,000 hours actually worked. Vacation, sick leave, and personnel days shall not be used toward the 1,000 hours necessary to qualify for medical benefits during the preceding year of part-time employment.

Article 16

Bereavement Leave

In the event of death of a member of the immediate family (wife, husband, child(ren), parent, parent-in-law, brother, sister, daughter-in-law, son-in-law, grandparents and grandchildren) of a full-time or eligible part-time employee, the Town shall grant up to three (3) days of leave with pay for each occurrence. Said leave is to be used within seven (7) days of the date of death, unless otherwise authorized by the Chief of Police, or his/her designee. A relative or other person maintaining permanent legal residence in the employee's household shall for the purposes of this section be considered part of the immediate family.

Article 17

Jury Duty

All full or eligible part-time employees selected for jury duty with any court shall be paid straight time earning less jury duty pay, provided s/he is scheduled to work the day s/he is called to serve. Earned vacation or other leave shall not be charged for such service. The employee must notify the Chief of Police, or his/her designee, prior to serving as a juror. Upon request, the employee shall provide jury earnings verification.

Article 18

Holidays

The Town observes the following holidays:

New Years Day
Martin Luther King, Jr.'s Birthday
President Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas

Full-time employees shall receive a day's pay for each of the above holidays, in addition to his/her regular weekly pay. Part-time employees shall receive four (4) hours of holiday pay for each of the above holidays. In addition to the above paid holidays, all employees required to work on the above referenced holidays may receive, at their election, and with the approval of the Chief either:

- One and one-half the regular hourly rate for each hour worked; OR,
- Compensatory time equivalent to the number of hours worked.

Article 19

Personal Days

All full-time employees shall be entitled to five (5) personal days per year, to be used, only upon the approval of the Chief of Police, or his/her designee. Eligible part-time employees shall be entitled to twenty (20) hours of personal time per year (two and a half days). An employee who does not use all his/her personal days shall be entitled to a 50% reimbursement of the unused time by submitting his/her request in writing, to the Chief of Police, or his designee, on or before December 1st of each year.

Article 20

Sick Leave

Each full-time employee is entitled to five (5) sick leave days per year. Part-time employees are entitled to five (5) sick leave days at four (4) hours each day. If an employee does not use the allowable sick days, he may request, in writing, that unused time be allowed to accumulate up to a maximum of thirty (30) days. The written request should identify the number of days to be carried over from the current year. Accrued time must be used for illness only, and may be used only after the allocation of annual allowable sick days has been exhausted. Doctor's certification of illness is required after four (4) consecutive sick days used.

Article 21

Vacation Leave

After the first anniversary date, a full-time employee will receive one week's paid vacation. On January 1 of the second year, the employee shall receive an additional week's vacation. Full-time employees with five (5) years' service will receive three (3) weeks vacation, and employees with ten (10) years' service will receive four (4) weeks vacation.

At no time will any employee be permitted to carry over and have accrued more than 10 days beyond their annual entitlement. Excess vacation must be taken. Full-time employees with more than one year of service must take five or their vacation days consecutively each year.

Vacation time is paid at the employee's regular rate of pay at the time the vacation is taken. There is no "buy back" for unused vacation except upon termination of employment when the employee will be paid for the prior years unused vacation plus the pro rata vacation for the current year. Payment will be at the employee's regular rate of pay at the time of termination of employment.

Part-Time:

Regularly scheduled and eligible part-time employees will earn vacation time according to the chart below:

<u>Time of Service</u>	<u>Vacation Time</u>
0-6 months	0 weeks
7-12 months	1 week
Years 2 - 5	2 weeks (at ½ hours/ 4 hours days)
Years 6 – over	3 weeks (at ½ hours/ 4 hours days)

Vacation entitlement will renew on the employee's anniversary date of hire. Employees are encouraged to use their annual vacation during the year in which it is earned. Employees may accumulate a maximum of 240 hours vacation time. Excess time, thereafter, must be taken. All scheduling of vacation leave shall be subject to approval of the Chief of Police. Every part-time employee is required to take one week's vacation time earned each year. This time must be taken during consecutive days.

Vacation time is paid at the employee's regular rate of pay at the time the vacation is taken. There is no "buy back" for unused vacation except upon termination of employment when the employee will be paid for the prior years unused vacation plus the pro rata vacation for the current year. Payment will be at the employee's regular rate of pay at the time of termination of employment.

Article 22

Military Leave

- a) A military leave of absence, without pay, shall be granted to any union member called to active duty with the State or Federal forces, for a temporary tour of duty other than routine annual training period. Employees who are Federally activated shall be allowed two (2) weeks pay and granted all accumulated vacation and holiday leave, with pay. Union members job status shall not be affected by such leave.
- b) Military leave for annual training periods not to exceed two (2) weeks will be granted with pay, earned vacation shall not be charged for such training periods. Employees on annual training leaves shall be paid straight time earnings less military pay for the period; balance, if any, paid by the Town. Upon request the employee will provide military earnings verification.

Article 23

Medical Insurance

The Town will provide a comprehensive medical insurance benefit for full-time employees. The Town will pay 100% of the premium for Single or Two-Person coverage or 90% of the Premium for a Family Plan. The Employee shall pay the remainder of the premium. Eligible Part-time employees are entitled to participate in the insurance by paying 50% of the cost of the premium, with the Town paying the remainder of the premium.

The Town

Any eligible employee for Medical Insurance who elects to not receive such medical insurance shall receive a lump sum payment of \$750 at the end of the Town's fiscal year (currently December 31st).

Article 24

Dental Insurance

90/10

The Town shall provide and pay 100% of the premiums for Dental Insurance, currently offered is the Delta Dental Insurance Plan through the NH Health Trust, with the following coverage: A=100%; B= 50%, with a \$1,000 maximum benefit per person, per contract year. Dental Insurance will be provided for single coverage for full-time and eligible part-time employees only.

Article 25

Life & AD&D Insurance

The Town will provide coverage for all full-time and part-time employees at no cost to the employees. The benefit level for life insurance shall be \$25,000 and \$25,000 for AD&D.

Article 26

Disability Insurance

The Town shall provide and pay 100% of the premiums for short-term disability insurance, currently offered by NH Health Trust at 66.6% of weekly earnings to a maximum of \$670 with a maximum benefit period of 26 weeks. Disability Insurance will be provided for single coverage and for full-time employees only.

Article 27

Uniform Allowance

The Town will provide employees with an annual uniform allowance as follows:

Full-time officers = \$600.00
Part-time officers = \$300.00

This allowance shall be used to purchase and maintain uniform items as required by the Town. Receipts must be provided to support expenditures from the allowance. Allowances not supported by receipts shall be returned to the Town by January 1st each year.

1. The Department will maintain a list of suppliers who can provide uniform items.
2. Eligibility for uniform allowance, full or pro-rated share, commences one (1) year after appointment. Allowance year is January 1st – December 10th or pro-rated thereof.
3. Initial Uniform Upon Appointment.
4. The Town will provide the Town's designated initial uniform for newly appointed employees.
5. The Chief or his designee will prepare and maintain standard required uniforms lists for the full-time and part-time employees of the department. Such lists shall be approved by the Town. If the Town changes the standard uniform, the Town shall provide the new uniforms at not cost to the member.

Article 28

Outside Details, Outside Duty Assignments

- A. Outside detail assignments scheduled through the Police Department shall incorporate the following guidelines and rates of pay.
1. The pay rate for private duty work assignments shall be thirty-three dollars (\$33.00) per hour with a four-hour minimum.
 2. The Town of Atkinson shall compensate police officers at the rate of one and one-half (1 ½) the employee's rate of pay for details that are worked for the following Atkinson based not-for-profit organizations.
 - Boy Scouts
 - Girl Scouts
 - Cub Scouts
 - Brownies
 - Lions Club
 - Women's Civic Club
 - Garden Club
 - Baseball League
 - Historical Society
 - PTA
 - Atkinson Public Library
 3. In the event that police officers must work community service not-for-profit details other than those listed in (A:2) of this agreement, the parties shall meet to discuss how payment for those details shall be compensated.
 4. All details for community service not-for-profit organizations, and all other details shall be filled by the detail-scheduling officer who shall schedule by starting with full-time officers, then moving through the part-time officer list. If an officer accepts a detail and latter becomes unavailable to work scheduled detail, that officer shall be responsible for finding a replacement acceptable to the Police Chief, or his designee, and notify the Police Chief forty-eight hours (48) prior to the scheduled detail.
 5. The Town shall not be required to pay officers the four-hour minimum when officers work details for community service not-for-profit organizations.
- B. Payment for private duty services shall be paid to the employee in the next regular pay period following the private duty work.
- C. Outside details for the Town, which are paid for with tax dollars such as election polls and public works projects performed by town employees, shall be paid at the rate of one and one-half (1 ½) the employee's regular rate of pay.
- D. All details shall only be given to NH certified Police Officers.
- E. Officers working any police related work and functions shall be paid at their regular rate of pay.

In order to implement this section, all requests for private duty assignments shall be forwarded to the detail-scheduling officer.

Article 29

Shift Assignments

All shift assignments are established by the Chief or his designee. Schedules shall be posted at least fifteen (15) days prior to their effective date, unless mutually agreed. Unit members will be allowed to swap shifts or overtime assignments with advance approval by the Chief or his designee.

Article 30

Scheduling & Filling Open Shifts

The intent of this open shift policy is to provide flexibility in meeting staffing levels necessary to insure the safety of the public and meet the operational needs of the department. The public's safety is paramount and shift assignments must be staffed.

If a work shift becomes open due to unforeseen injury or illness, or such shift becomes open because of scheduled vacation, personal day or training requirement, military or bereavement leave, or any other unforeseen and excusable absence, such open shift or shifts shall be filled in the following manner:

Open shift work shall be filled based upon seniority in the following manner:

1. First Call - Part-time officers
2. Second Call - Full-time officers

The staffing of open shifts will be similar to filling Detail Assignments. The scheduling officer will refer to the detail worksheet for a listing of officers to contact and schedule for working the open shift, or shifts.

The rate of pay of a part-time officer working an open shift shall be at that office's regular rate of pay.

The rate of pay for a full-time officer working an open shift shall be at the that officer's regular rate of pay, or at the overtime rate of pay (time and a half) for any hours worked exceeding 40 within a single work week.

If an open shift cannot be filled following the above process the Chief, or his designee shall order the officer currently staffing the shift to remain on duty for 4 hours, or until relieved by an officer from an upcoming shift who shall be ordered in early. The order in sequence shall follow the detail list. Coverage shall be maintained so as to insure the public safety. No officer shall be allowed to work more than 24 consecutive hours.

Article 31

Wages

Salary schedule is referenced in Appendix A, Atkinson Police Department Salary Schedule. Newly hired employees shall be classified as "probationary employees" for a period of one year and are not eligible for union membership, nor will probationary employees be covered by this

agreement. until successful completion of their probationary term. Management will set rates of pay for probationary employees.

Full and Part-time officers covered by this agreement shall be reviewed annually on the anniversary date of their hire. A successful performance review and recommendation by the Chief, or his designee, shall be required for any full or part-time officer to receive a step increase listed in the salary schedule in **Appendix A**. There shall be a salary schedule for full-time officers and a salary schedule for part-time officers. Full-time officers shall be entitled to a yearly step increase pending a successful performance review and recommendation by the Police Chief or his designee. Part-time officers shall be entitled to a step increase once every two years pending a successful performance review and recommendation by the Police Chief or his designee.

Effective April 1, 2006 there shall be a COLA pay increase of: 3%

Effective April 1, 2007 there shall be a COLA pay increase of: 3%

Effective April 1, 2008 there shall be a COLA pay increase of: 3%

* See Salary Schedule in Appendix A which Governs the above COLA Rates

1. The Town agrees to deduct Union dues from an employee's paycheck so long as each employee requesting said deduction does so in writing, signing said request and indicating the amount to be deducted.
2. Deductions for union dues shall be forwarded on a monthly basis to the Comptroller International Brotherhood of Police Officers, 159 Burgin Parkway, Quincy, MA 02169.
3. **Court Time.** Officers required by the Department to attend either criminal or civil hearings or depositions of any administrative hearings at the Department of Motor Vehicles will receive pay at a rate of one and one-half (1 ½) times their base pay for a minimum of three (3) hours. Any witness fees paid to the employee by a Court of Law or other agency will be turned over to the Town.
4. **Call-Back Time.** Any full-time employee called back to work during his/her off duty time shall be paid a minimum of three (3) hours time and a half their regular rate of pay and time and a half for any hour beyond that.
5. **Bi-Weekly Pay.** All full-time employees shall be paid weekly and all part-time employees shall be paid bi-weekly.
6. **Overtime.** No employee will be required to work more than his/her regular forty (40) hour week except as provided in this Section and as approved by the Chief or his designee. Any officer who works more than a 40 hour week will be paid at a rate of pay one and one half times his/her regular hourly rate, and this pay will, hereinafter, be referred to as "Overtime Pay". Overtime will start after the first fifteen (15) minute period either before or after the officer's regular duty hours and Overtime Pay will be paid for only the time worked.

Article 32

Longevity Wage Adjustment

The Town agrees to provide longevity pay for full-time and part-time officers as highlighted in the schedules below. Longevity pay shall not be retroactive. For instance, full-time officers who

already have 5 years of continuous service shall not receive longevity pay until they reach 10 years of continuous service. Union members shall receive a lump sum payment on their anniversary date of hire. Longevity pay is a lump sum payment and shall not be added to any employees base salary.

Full time officers longevity schedule.

- Completion of 5 years of continuous service \$250
- Completion of 10 years of continuous service \$500
- Completion of 15 years of continuous service \$750
- Completion of 20 years of continuous service \$1000
- Completion of 25 years of continuous service \$1250
- Completion of 30 years of continuous service \$1500

Part time officers longevity schedule.

- Completion of 5 years of continuous service \$125
- Completion of 10 years of continuous service \$250
- Completion of 15 years of continuous service \$325
- Completion of 20 years of continuous service \$500
- Completion of 25 years of continuous service \$625
- Completion of 30 years of continuous service \$1000

Article 33

Shift Differential

In addition to the employees' regular rate of pay, the Town shall pay a Shift Differential during the following periods:

Shift	Hours	Additional Pay:
Shift 1	(8 am – 4pm)	0 No extra pay
Shift 2	(4 pm – 12 mid.)	\$.50 per each hour worked
Shift 3	(12 mid. – 8 am)	\$1.00 per each hour worked

Article 34

Educational Incentive

An employee shall receive 50% reimbursement for the cost of accredited college classes which are successfully completed with a grade of C or higher. Courses must be in a field related to law enforcement, must be within a college degree program, and must be approved by the Board of Selectmen. This benefit will be provided only to full-time employees. There will be a maximum reimbursement of \$2,500.00 per employee per year.

Article 35

No Strike / Lockout

The parties acknowledge that strikes and other forms of job action by public employees are unlawful. The Town agrees not to conduct a lock out. In the event of a violation of this section, the Town or the Union, as the case may be, may at its option, petition the Superior Court or the PELRB to seek appropriate relief and recourse, including costs and attorney fees.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be signed by the Atkinson Board of Selectmen and the International Brotherhood of Police Officers..Local 563.

IBPO Local 563

Atkinson Board of Selectmen

By: Justin Paquet
Ship Steward

By: Fred J. Childs

By: Emmanuel R. Fardella
PRESIDENT

By: _____

By: _____

