COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DURHAM POLICE OFFICERS' UNION

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
LOCAL #21

AND

TOWN OF DURHAM

January 1, 2014 to December 31, 2016

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PREAMBLE

This Agreement is made and entered into between the Town of Durham, New Hampshire, a municipal corporation hereinafter referred to as the "TOWN" and the Durham Police Officers' Union, New England Police Benevolent Association, Local #21, hereinafter referred to as the "UNION" and collectively referred to as the "PARTIES". It is the intent and purpose of this Agreement to set forth terms and conditions of employment and to provide an orderly and peaceful method of resolving grievances in accordance with the provisions of RSA 273-A and other applicable laws.

ARTICLE 1
RECOGNITION

1.1 Wherever used in this Agreement, the word "EMPLOYEE" shall refer only to a person or persons actively and regularly engaged in the Department's work and enrolled on the regular payroll of the Department, and whose position is included in the Bargaining Unit as defined by the Public Employee Labor Relations Board.

A newly hired employee will be on a probationary status for a period of one (1) year of continuous employment or for six (6) months after acquiring certification from the New Hampshire Police Standards and Training Council which qualifies him/her to be a full-time police officer, whichever is later. This status shall be extended until an opportunity has been afforded the probationer to acquire said certification from the Police Academy.

Wherever used in this Agreement, the word "DEPARTMENT" shall mean the Durham Police Department.

1.2 The Town recognizes the right of the Union to represent all regular full-time Police Department employees whose positions are included in the Bargaining Unit by the Public Employee Labor Relations Board, regarding matters related to the terms and conditions of employment, without challenge during the term of this Agreement, subject to the provisions set forth in RSA 273-A.

ARTICLE 2
NON-DISCRIMINATION

2.1 The Town will not discriminate in the hiring or the terms and conditions of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required by this Agreement on behalf of the members of this Union, for the purposes of encouraging or discouraging membership in any employee organization.

2.2 The Union recognizes its responsibilities as the exclusive bargaining unit and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion.

2.3 The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, or political affiliation. The Union shall share equally with the Town the responsibility for applying these provisions of the Agreement.

2.4 The Town and the Union agree to abide by the provisions of RSA 273-A:5, which enumerates unfair labor practices.

ARTICLE 3
UNION RIGHTS

3.1 The Union, or a committee of the Union, shall be allowed to use meeting facilities of the Town for meetings when such facilities are available and such meetings would not conflict with the business of the Department, or other units of Town government. Employees attending such meetings shall be off-duty, or on their lunch hour. Notice of such meetings shall be given to the Chief of Police or the Town Administrator of the Town of Durham within a reasonable period of time before such meetings are to be held.

3.2 The Town shall provide reasonable space on the Police Department bulletin boards for the exclusive use of the Union in communicating with the employees in the Bargaining Unit. Any notices posted on the bulletin boards shall be signed by the Union President or another officer of the Union.

3.3 Staff representatives of the Union shall be allowed to visit the work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited. Such visitations shall be with the prior approval of the Chief of Police or his/her designee. For the purposes of this section, work areas shall be defined as the Police Station unless other areas are also designated and authorized by the Chief of Police.

ARTICLE 4
UNION REPRESENTATION

4.1 The Town shall recognize the Unit Employee Representative (UER) duly authorized by the Union. The function(s) of the UER shall be as expressly prescribed by the terms of this Agreement. The Union shall provide the Town with a notice designating the UER and keep such notice current.

4.2 The Police Chief shall authorize a reasonable amount of time, if necessary, during work hours without loss of time or pay to permit the Unit Employee Representative to investigate, process and settle grievances. The UER shall, prior to taking such time off, notify the Chief of Police or his/her designee.

4.3 The Town agrees when possible to authorize one (1) day off in any calendar year, without loss of time or pay, for the Unit Employee Representative to attend Union training programs. The Union shall notify the Town no less than twenty (20) days in advance of such proposed training programs.

4.4 The members of the Union's bargaining committee who are scheduled to work a tour of duty during negotiations shall be granted time off without loss of pay or benefits for all meetings between the Town and the Union for the purpose of negotiating the terms of an Agreement. The Union's bargaining committee shall consist of no more than two (2) employees.

4.5 Any leave or time off provided for in this Article may be refused or withheld if such leave or time off will interfere with the normal and orderly operation of the Police Department. It is expressly understood and agreed that such refusal or withholding of leave or time off shall be reasonable and not arbitrary.

ARTICLE 5
MANAGEMENT RIGHTS

5.1 Except as otherwise limited by an express provision of this Agreement, the Town shall continue to have the right to exercise complete control and discretion over its organization and technology, including, but not limited to, the determination of the standards of service to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the creation and abolition of jobs; the determination of the content of job classifications and ratings; the appointment, promotion, assignments, direction and transfer of personnel; the suspension, demotion, discharge, or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for any other legitimate reasons; the establishment and altering of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies. All of the rights, responsibilities and prerogatives that are inherent in the Town by virtue of statutory provisions unless specifically waived by the Town in this Agreement shall remain in full force and effect.

Delivery of services to the public in the most efficient, effective and productive manner is of paramount importance to the Town and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their respective responsibilities.

5.2 It is acknowledged that during the negotiations, which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total Agreement between the Parties, and the Union agrees that the Town shall not be obligated to any additional collective bargaining.

5.3 Any prior terms, conditions, and benefits of employment relating to employees in this Bargaining Unit which conflict with or are not specifically included in the terms and conditions of this Agreement shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

5.4 Neat and trim facial hair to include both mustache and chin hair such as goatees may be worn at the sole and absolute discretion of the Chief of Police.

ARTICLE 6
NO STRIKES

6.1 Neither the Union nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown, or withholding of services of employees.

6.2 The Union shall exert its best efforts to prevent any violation of Section 6.1 of this Article, and if such action does occur, it shall exert its best efforts to terminate it.

6.3 The Town agrees to abide by RSA 273-A:5I (f), and any other provision of law pertaining to unfair labor practices.

ARTICLE 7
DUES CHECKOFF

The Town agrees to deduct the Union dues from all employees who are covered by this Agreement and who are Union members and to send said dues along with a statement of who has paid dues and the pay period(s) involved to:

New England Police Benevolent Association
Attn: Treasurer
440 Middlesex Road, #220
Tyngsboro, MA 01879

The Union will keep the Town informed of the correct name and address of its Treasurer. This deduction of dues shall be made on a bi-weekly basis and a check in the total authorized amount shall be sent monthly to the Union Treasurer.

If any employee has no check coming to him/her, or if the check is not large enough to satisfy the dues, then no deduction will be made from that employee. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

No deductions of dues will be made by the Town unless an authorization card, indicating the amount and signed by the employee, shall have been filed with the Town.

The Union shall notify the Town one (1) month prior to any change in the amount of dues to be deducted.

ARTICLE 8
SENIORITY / LONGEVITY

8.1 Seniority shall mean the length of continuous service within the Durham Police Department as a regular employee computed by time spent on the payroll plus approved absences, including educational, military and sick leave.

8.2 The Police Department shall establish a seniority list and it shall be posted on January first of each year on the Police Department bulletin board, and a copy submitted to the Union. Any objections to the list as posted shall be reported within ten (10) days of said posting, or it shall stand approved.

8.3 Deletions and additions to the seniority list shall be made by the Chief of Police as they occur.

ARTICLE 9
DISCIPLINARY ACTIONS

9.1 The parties jointly recognize the deterrent value of disciplinary action.

Accordingly, the Town will:

A. Act promptly to discipline within a reasonable time of the offense; and
B. Apply discipline with a view toward uniformity and consistency; and
C. Impose a procedure of progressive discipline, in increasing order of severity.

1. Oral reprimand;
2. Written reprimand;
3. Suspension with pay;
4. Demotion; and
5. Dismissal.

The Parties agree that there are appropriate cases that may warrant the Town bypassing progressive discipline or applying discipline in differing degrees so long as it is imposing discipline for just cause.

9.2 In all cases, the Town may dismiss an employee for just cause. Written notice of dismissal must be given to the employee within three (3) working days of verbal notification. In the dismissal notice, the Town shall state the reason(s) for dismissal and inform the employee of his/her right to appeal the dismissal.

9.3 No disciplinary action shall be used in any subsequent disciplinary proceeding or merged in any subsequent evaluation unless it has been placed in an employee's personnel file.

ARTICLE 10
DISCIPLINARY PROCEDURES

10.1 It is the intention of the Parties that both the Union and the Town be kept informed about matters having a substantial effect upon the conditions of employment in the Bargaining Unit. To accomplish this objective, the Parties agree that:

A. The Union or its President shall be given a two (2) week advance notice of any non-disciplinary layoff or demotion affecting the Bargaining Unit or members thereof.

B. A superior officer may issue an oral reprimand for minor infractions. At the Chiefs discretion, a record of the same may be entered in an individual's personnel file. If the oral reprimand is recorded in the member's personnel file, the member will be given the opportunity to file a written response with the reprimand.

C. Any employee who is formally charged within an alleged violation of the rules of the Police Department, which may result in other than oral reprimand, will be entitled to a Departmental hearing. Employees will be allowed to have a Unit Employee Representative observe but not participate in such Hearings.

D. Any employee in the Bargaining Unit receiving a letter of dismissal, demotion, reduction in base pay, suspension or reprimand shall be advised in writing that he/she is entitled to Union representation in an appeal Hearing before the Town Administrator, which will be conducted in two (2) separate parts:

1. The determination of just cause for such disciplinary action; and
2. The determination of the appropriateness of the penalty.

E. Employee dismissals and dismissal appeals shall be consistent with this agreement, statute(s) and regulations created pursuant to such statute(s).

F. All unit employees shall be allowed to inspect their personnel files during normal working hours. Normal working hours, for this section, will be Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m.

Such inspection shall be made subject to prior arrangement with the Employer. Every employee shall be informed as to the existence and location of all official personnel files and have access to theirs.

An employee may receive a copy of documents contained in his/her personnel file at the current reproduction cost of the Town as determined by the Town.

10.2 Every employee who is instructed to appear for a Departmental Hearing regarding an alleged violation of the rules of the Police Department, which may result in disciplinary action, shall be so advised in advance.

10.3 Except as expressly limited by a provision or provisions of this Agreement, the Town of Durham shall continue to exercise its right to establish, alter, and carry out disciplinary procedures. The Town shall furnish a copy of the rules of the Police Department to each employee.

ARTICLE 11
GRIEVANCE PROCEDURES

11.1 The purpose of this procedure is to produce proper and equitable solutions of Grievances. All Grievances will be handled as provided in this Section.

The Parties agree that such procedures shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this Agreement shall prevent any employee from individually presenting any Grievance to his employer, without representation of the Union, providing that this action is not inconsistent with the terms of this Agreement. Those Grievances reduced to writing and resolved without Union representation shall be documented and forwarded to the Union within ten (10) working days.

11.2 The following definitions shall apply for the purposes of this Agreement:

A. GRIEVANCE shall mean a complaint by an employee that, as to such employee, the Town has interpreted and applied the Agreement in violation of a specific provision thereof.

B. AN AGGRIEVED EMPLOYEE shall mean the employee making the complaint.

C. For purposes of this Article, "WORKING DAYS" shall mean Monday through Friday, exclusive of legal holidays.

11.3 A matter which is not specifically covered by the Agreement or which is reserved either by this Agreement or by common or statutory law to the employer is not subject to the arbitration procedure set forth in Article 12. Only Grievances, as defined above and/or not prohibited by this Agreement, may be arbitrated under the provisions of Article 12.

11.4 Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each Level shall be considered as maximum.

The time limits specified may be extended only by prior written mutual agreement.

11.5 The processing of Grievances shall be undertaken in accordance with the following procedures:

A. A written Grievance must be made to the Chief of Police within five (5) working days of the action giving rise to the Grievance. The appeal must include the issue giving rise to the Grievance, the facts as the employee views them and the requested relief. The Chief of Police will respond to this appeal within five (5) working days. If the employee is not satisfied with the action to be taken by the Chief, the employee may appeal the matter to the Town Administrator within five (5) working days of the Chief of Police's decision.

B. The Town Administrator will, within seven (7) working days of the request meet with the aggrieved employee and all involved parties, hear testimony and render a decision within seven (7) working days of the hearing. The employee will be given a written confirmation of the Town Administrator's decision within five (5) working days of the time a decision is rendered.

C. If the Grievance has not been resolved to the satisfaction of the aggrieved employee, the Union may, by giving written notice to the Town Administrator within ten (10) working days after the conclusion of the meeting referred to in Section 11.5 (B), submit the Grievance to Arbitration if permitted by the Agreement and/or statutory or common law. Such notice shall be addressed in writing to the Town Administrator. The Arbitration shall be governed by the provisions of Article 12.

11.6 No Grievance shall be considered which is not presented within the time limits specified in Section 11.5 (A). If a Grievance is not, or if the action required to present the Grievance to the next higher level shall not have been taken within the specified time limits, the Grievance shall be deemed to have been waived and shall not, thereafter, be subject to the Grievance procedure or the Arbitration procedure set forth in Article 12 unless such individual settlement is not enforced.

11.7 All documents, communications and records dealing with the processing of a Grievance shall be filed separately from the personnel file of the participant.

11.8 No Grievance in process during the term of this Agreement shall lapse because of the termination of this Agreement. Any such Grievance shall be disposed of under the procedures provided by this Agreement.

ARTICLE 12
ARBITRATION

12.1 In the event that the Union elects to proceed to Arbitration, the Town Administrator or his designee and the Union will endeavor to agree upon a mutual acceptable Arbitrator and obtain a commitment from said Arbitrator to serve. If the Parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the Grievance shall be referred to the American Arbitration Union by the Union within twenty (20) days after the receipt of the notice of submission to Arbitration (Article 11.5 C). In such event, the Arbitrator shall be selected in accordance with the rules of the American Arbitration Union, then applicable to voluntary labor Arbitration.

12.2 The Town and the Union agree that they will individually be responsible for their own costs, preparation and presentation. The Town and the Union further agree that they shall equally share in the compensation and the expense of the Arbitrator.

12.3 The function of the Arbitrator is to determine the interpretation of specific provisions of this Agreement. There shall be no right in Arbitration to obtain and no Arbitrator shall have any power or authority to award or determine any change in modification or alteration of, addition to, or detraction from any other provision of this Agreement.

The Arbitrator may or may not make his award retroactive to the initial filing date of the Grievance as the equities of the case may require.

12.4 Each Grievance shall be separately processed at any Arbitration proceeding hereunder, unless the Parties otherwise agree.

12.5 The Arbitrator shall furnish a written opinion specifying the reasons for his decision. The decision of the Arbitrator, if within the scope of his authority and power within this Agreement, shall be final and binding upon the Union and the Town and the aggrieved employee who initiated the Grievance.

ARTICLE 13
HOURS OF WORK

13.1 The regular workweek for all unit employees will be forty (40) hours. The workweek shall commence at 12:01 a.m. on Monday and end at midnight (2400 hours) on Sunday.

13.2 Unit employees shall be entitled to have coffee breaks, rest periods and meal breaks. Such breaks shall be reasonable periods of time and at such times which least interfere with the normal and orderly function of the Department. Negotiations on this provision may be opened at any time during the life of this Agreement by either party.

ARTICLE 14
OVERTIME

14.1 The Town shall compensate employees covered by this Agreement at time and one-half their regular rate of pay for all hours worked in excess of ten (10) hours in any one workday for patrol officers and Sergeants, or after forty (40) hours in any one workweek. No employee may work overtime without the approval of the appropriate supervisor.

14.2 The Town agrees to distribute as fairly and equally as possible, all overtime assignments for all qualified employees. The Town further agrees to guard against any excessive or unreasonable requirements or demands by it on the employees in the Bargaining Unit for overtime.

14.3 **A.** No employee shall be relieved of duty during the regular shift hour in his/her basic workweek in order to compensate or offset overtime hours worked outside of his/her regular work shift of the basic workweek. Nor shall an employee's regular work schedule be changed to avoid the payment of overtime.

B. Any employee called back to work after having once left for the day, or called back on a regularly scheduled day off, shall be guaranteed a minimum of three (3) hours salary.

14.4 All overtime assignments shall be on a voluntary basis except in the case of emergencies as may be determined by the Chief of Police or his/her designee.

14.5 Nothing in this Agreement shall be construed to limit the Police Chief's right to assign work to employees, including shift assignments. Nor shall anything in this Agreement be construed to prohibit the assignment of back-to-back shifts by the Police Chief.

14.6 When an employee calls in sick twenty-four (24) hours before an assigned shift, the Police Chief shall make a reasonable effort to assign a replacement for that employee, based upon the senior available employee. If 24-hour notice is not given, the Police Chief may assign a back-to-back shift, split the vacant shift between employees working the preceding and successive shifts, or make other arrangements for shift coverage.

14.7 Any employee may waive the rights conferred by this Article. Such waivers shall only be for specific instances and specific periods of time. The provisions of Section 14.3(A) shall not apply, if in the opinion of the Chief of Police, an employee is physically or mentally unable to continue to perform his/her duties in a safe and satisfactory manner.

14.8 No officer shall be allowed, except in cases of emergencies as determined by the Chief, to work two (2) consecutive, full ten (10) hour work shifts.

ARTICLE15
PRIVATE DETAILS

15.1 Private details shall be defined as that duty performed by an off-duty police officer for an employer other than the Durham Police Department. They will include those duties required by statute or ordinance, and those duties for which requests are made to the Durham Police Department.

15.2 Personnel desiring private details submit their names in writing to the Chief of Police or his/her designee for placement on the private detail roster. This roster shall be maintained by the Chief of Police or his/her designee, and officers whose names appear on the availability list shall be considered first in preference for details. The Police Chief shall give preference to Durham Police Department employees in the assignment of private details. This shall be available for inspection to all employees by request.

15.3 Any officer working on private detail as defined in and governed by this Article, shall be guaranteed four (4) hours. The salary for these details shall be paid at the overtime rate of the officer performing the detail.

ARTICLE 16
HOLIDAYS

16.1 Employees shall be entitled to regular full pay for the following eleven (11) holidays:

New Year's Day
Civil Right's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving and the Day after Thanksgiving
Christmas Day
The day before or after Christmas Day (as determined by the Town Administrator)

16.2 If a holiday falls on a regularly scheduled day off, the employee shall be given straight-time pay for that day.

16.3 Compensation for all holidays shall be paid in one separate check, payable on the first Friday in December each year.

16.4 When an employee is regularly scheduled to work on a holiday, he/she shall receive payment for the holiday at the regular rate. On Memorial Day, the Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas, and New Year's Day, the employee shall receive compensation at the rate of time and one-half for all shifts started on these holidays.

ARTICLE 17
VACATION LEAVE

17.1 **A.** For the purpose of this section, one week shall be defined as five (5) working days, or forty (40) working hours within five (5) consecutive days.

B. Vacations without loss of pay shall be granted to Unit employees in the following manner:

Completed Years of Full Time Continuous Service	Vacation Leave	Maximum Accumulation
0 through 5 years	8 hrs / month	240 hours
6 through 10 years	12 hrs / month	240 hours
10 full years & over	14 hrs / month	240 hours

C. Applications for vacation must be submitted for approval not less than fourteen (14) days prior to the day the vacation is requested to begin. Applications submitted less than fourteen (14) days prior to commencement date may be granted at the discretion of the Police Chief or his/her designee.

D. Choice of vacation time within the Department shall be allotted according to seniority providing application for vacation approval is made one (1) month in advance. Applications received less than one (1) month prior to vacation period will be allotted according to the date and time of application. Any employee having more than two (2) weeks (eighty (80) hours) of vacation time, will be allotted only the first two (2) weeks (eighty (80) hours), according to his/her preference and seniority; additional vacation time will be allotted at a time mutually agreeable to the employee and Police Chief.

E. An employee with 120 or more hours of vacation leave, may transfer the cash equivalent of 40 hours of said vacation leave into a Health Savings Plan established in accord with the applicable provisions of the Internal Revenue Code.

F. When an employee terminates employment with the Department for any reason, he/she shall he compensated for all vacation time earned, at the regular rate of pay.

ARTICLE 18
SICK LEAVE

18.1 Employees will earn sick leave at a rate of one (1) day per month. New employees hired no later than the 10th of the month will receive credit for that initial month. Sick leave will be made available and credited for use on the first of each month. Employees scheduled to work less than forty (40) hours per week shall not earn sick leave.

Unused sick leave may be accumulated over the term of employment as follows:

Completed Year (s)	**Maximum Leave Accrual Rate**	**Accrual**
0-5	8 hours / month	380 hours
6 or more	8 hours / month	640 hours **

**All employees who currently have Sick Leave accumulation in excess of 640 hours shall be grandfathered at that accumulation. In the event that any such employee uses said grandfathered accumulation, he/she shall not be allowed any accumulation in excess of the reduced amount (if in excess of 640 hours).

Employees who voluntarily terminate their employment with at least thirty (30) days notice shall receive payment for their unused sick leave at the rate(s) listed below in accord with their respective years of service with the Town. Employees who are involuntarily terminated or leave without the required thirty (30) day notice shall forfeit all sick leave payments. Verification of illness/disability from a medical doctor may be required by Department Heads at any time and shall be required for sick leave in excess of three (3) consecutive days.

COMPLETED YEARS	REIMBURSEMENT RATE
0 to 5 years	No reimbursement
6 to 10 years	Ten (10%) percent
11 to 15 years	Twenty-Five (25%) percent
16 or more years	Thirty (30%) percent

Probationary employees will accrue sick leave and may utilize up to fifty (50%) percent of any accrued sick leave they obtain. Probationary employees who do not achieve permanent status forfeit any accrued sick leave that exists at the time of their termination of employment with the Town.

Sick leave may be legitimately drawn in the event of the following: absences due to illness, injury, or exposure to contagious diseases endangering the health of other employees when requested by the attending physician, medical and dental appointments, and care of immediate

family members whose illness or condition requires the employee to remain at home (care beyond three (3) days requires approval by Town Administrator). Employees absent for such reasons must report their absence to the Department Head within one (1) hour of their regularly scheduled starting time.

18.2 Sick Leave Bank

The Town agrees to the establishment of a Sick Leave Bank with an initial deposit of fifteen (15) days by the Town. This deposit of days must be matched initially by thirty (30) days by Union members (total of all members). The specific rules of the Sick Leave Bank will be determined and administered by the Sick Leave Review Panel composed of four (4) members. Management will be represented by the Town Administrator and the Business Manager and the Union will be represented by two (2) members of the Bargaining Unit. A tie vote of the Sick Leave Review Panel will be decided by the Labor representatives.

18.3 Sick Leave Incentive

For each employee working six (6) consecutive months with one (1) shift or less of sick leave taken during the months of January to June and July to December, that employee shall receive a bonus in an amount equivalent to the employee's rate of pay for eight (8) hours by the end of January and the end of July. In the alternative, that employee may elect to use the eight (8) hours as a personal day.

ARTICLE 19
PERSONAL DAYS

19.1 Every member of the Bargaining Unit shall be entitled to three (3) personal leave days per year for family illness or care or for personal business that could not be conducted on off duty time. Requests for personal leave shall not be unreasonably denied. Personal leave days may not be accumulated. New employees shall earn one (1) personal day after six (6) months and two (2) additional days after one (1) year of employment.

ARTICLE 20
BEREAVEMENT LEAVE

20.1 Bereavement Leave of three (3) working days with pay shall be granted an employee in the event of the death of his/her: spouse, father, mother, step-parents, father-in-law, mother-in-law, daughter-in-law, son-in-law, child, stepchildren, brother, sister, step-sibling, grandparent, grandchildren, legal guardian or a relative domiciled in the employee's household. This leave may be extended to five (5) working days upon petition to the Town Administrator, solely at his/her discretion. Under extenuating circumstances, special leave of two (2) working days with pay may be granted by the Town in order that the employee may arrange or attend a funeral of a relative other than those mentioned in the preceding paragraph.

20.2 Probationary employees will be allowed Bereavement Leave under the same guidelines previously stated.

ARTICLE 21
FAMILY AND MEDICAL LEAVE

21.1 The TOWN recognizes the significant impact on employees resulting from family and medical leave situations. The Town recognizes that a coherent, compassionate and consistent family and medical leave policy is good for the organization and results in productive and effective employees. The purpose of this Article is to inform all employees of the TOWN about the Family and Medical Unpaid Leave Act (FMLA).

21.2 Qualified employees shall be granted up to 26 weeks of unpaid leave in any 12 month period for:

- The birth and first year care of a child;
- Adoption or foster placement of a child in the employee's home (use of a licensed adoption agency is not required, but foster placement requires State action rather than merely an informal arrangement to care for another person's child);
- The care of a spouse, child or parent with a serious health condition; or
- The serious health condition of the employee.

Employees must give 30 days advance written notice to the TOWN of the need to take unpaid FMLA leave when it is foreseeable for the birth or placement of a child, for adoption or for planned medical treatment. When planning medical treatment, employees should consult with their Department Head and make reasonable efforts to schedule the leave so as not to duly disrupt the Town's operations. This is subject to the approval of the healthcare provider. If employees fail to provide the TOWN with the 30 day notice, the TOWN may deny the leave until 30 days after the notice is provided.

When the leave is unforeseeable, employees must give notice as soon as practicable, but no later than two working days. Notice should be given either in person or by phone when medical emergencies are involved, and may be given orally by the employee's spouse or other family member if the employee is unable to give the notice.

When the FMLA leave is for medical reasons, employee or employee family member, medical certifications from a physician stating that the condition is a serious health condition may be requested. The TOWN, at the TOWN's expense, may also request a second opinion. If the opinions of the healthcare providers furnishing the first and second opinions differ, the TOWN may request the employee to obtain a final and binding third opinion at the TOWN's expense.

If the employee will be out longer than 30 days for a serious health condition, for him/herself or a family member, a "recertification" of medical condition will be required to be submitted on a monthly basis.

If an employee is out on medical leave for him/herself, the employee must submit a "fitness-for-duty" certification before he/she will be reinstated for work.

Any FMLA leave for a birth or adoption/foster care placement in the employee's home must be concluded within the 12-month period beginning on the date of the birth or placement. An expectant mother is not required to wait until the actual birth of the child to qualify for FMLA leave. For foster placement or adoption, FMLA leave can begin before the actual placement of an adoption or foster care child in the home of the employee if the employee is required to attend counseling sessions, appear in court, consult with an attorney or doctor, submit to a physical examination, or travel to pick up the child. When leave is taken because of a birth or placement of a child for adoption or foster care in the employee's home, an employee may NOT take leave intermittently or on a reduced leave schedule.

If an employee requests foreseeable intermittent leave or a reduced work schedule for planned medical treatment for the employee or a family member, the TOWN may temporarily transfer the employee to an available alternative position with equivalent pay and benefits. Benefits which are earned such as vacation and sick leave, for example, may be proportionately reduced to reflect the employee's reduced working time.

An employee is entitled to reinstatement to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment when returning from FMLA leave. There is no right to return to the same position, only a right to have an equivalent position.

The Town of Durham may require reports from an employee on FMLA leave regarding the employee's status and intent to return to work in order that benefits may be continued.

An employee may elect to substitute all or part of accrued paid sick leave, earned time, or personal time for unpaid FMLA leave. If accrued time is not used, the employee will remain entitled to all of the paid leave which is earned and accrued at the time of the FMLA leave. However, an employee may NOT accrue any additional benefits or paid earned, sick, or other leave time during unpaid FMLA leave. Paid short-term disability leaves are considered medical leaves for purposes of the FMLA Act. Such paid disability leaves would be counted in the 26 weeks of leave permitted under the FMLA leave. It is the TOWN's responsibility to designate leave, paid or unpaid, as FMLA-qualifying, based on information provided by the employee.

When an employee takes an FMLA leave, the employee's coverage of health insurance and life & disability insurance will remain the same as if the employee were still working his/her normal workweek. However, if the employee fails to return to work or returns to work and fails to stay 30 calendar days, the employee shall reimburse the TOWN for all insurance premiums paid while on FMLA leave.

Benefits offered by the TOWN but paid for by the employee through payroll deductions, will cease unless the employee makes prior arrangements for payment with the Business Office.

21.3 Definitions

Eligible Employee – To be eligible for FMLA leave, an employee must have worked for the TOWN for at least 12 months (this does not need to be consecutive); and worked for at least 1,040 hours during the year preceding the start of the leave.

Employee's Serious Illness – One test of whether an employee is entitled to FMLA leave for his/her own serious health condition is whether the employee is unable to perform the functions of the position.

Equal Coverage – The right to take a leave under the FMLA Act applies equally to male and female employees.

Equivalent Position – The eligible employee who takes FMLA leave is entitled to be restored to the same position or to an equivalent position with "…. the same pay, benefits and working conditions, including privileges, prerequisites and status." The duties and the responsibilities will be the same or substantially similar and the job "….will entail substantially equivalent skill, effort, responsibility and authority." The employee will be entitled to an unconditional reinstatement of all fringe benefits upon return to work.

Intermittent Leave – A leave taken in separate blocks of time due to a single illness or injury (chemotherapy treatments, for example).

Minimum Leave Increment – The minimum amount of time for FMLA leave shall be one (1) hour.

"Needed to Care For" a Family Member – This encompasses both physical and psychological care and includes situations where the family member is unable to care for his/her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport his/herself to the doctor.

Parent – A parent is a biological parent or an individual who had day-to-day responsibilities to care for and financially support the employee when the employee was a child. A biological or legal relationship is not necessary.

Reduced Leave Schedule – A leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday.

Serious Health Condition – One which requires either inpatient care or "continuing treatment by a healthcare provider" and results in an absence from work for a period of more than three days. In instances where inpatient care is not required, FMLA leave may be used to cover only absences which are necessary on a recurring basis or for more than a few days for treatment or recovery.

Son or Daughter – A son or daughter is defined as a biological, adopted or foster child, a stepchild, a legal ward, or a child or a person who had day-to-day responsibilities to care for and

financially support the child, who is either under age 18, or 18 or older and incapable of self-care because of a mental or physical disability.

Spouse – A spouse is defined in accordance with the laws of the State of New Hampshire.

Twenty-Six Weeks in "Any 12-Month Period" – This shall mean a rolling 12-month period measured backward from the date leave is used.

ARTICLE 22
HEALTH AND DENTAL INSURANCE

22.1 The Town agrees to provide health, hospitalization and major medical insurance for each employee under the SchoolCare HMO program or an equivalent plan[1] with a 5/15/35 prescription drug plan and dental coverage plan[2].

22.2 Effective July 1, 2012[3], the Town shall pay Eighty-Five percent (85%) of the monthly health care premiums for the applicable SchoolCare HMO Program of each covered employee.

Effective January 1, 2015 (or sooner if another union agrees to the health care cap) the Town's contribution to the monthly health care premiums noted in the paragraphs above will be increased no more than Five Percent (5%) of any increase in said monthly premiums.

Each employee may choose to participate in any other SchoolCare/Cigna health insurance program offered by the Town provided that the Town pay no more in actual dollars of that Plan's monthly insurance than what it is obligated to pay for coverage of the plan listed in Paragraph A above.

22.3 Insurance Waiver

An insurance "buy-out" option shall be included for employees that are covered by insurance from any other source other than the Town. If the employee elects not to be covered by the Town's health and dental insurance, then the Town shall reimburse that employee Forty-Five Percent (45%) of the Town's share of the health and dental premium upon proof of other insurance. Said "buy-out" shall be included as a taxable benefit paid bi-weekly with the employee's paycheck.

[1]The Town agrees that in the event that it wishes to exercise its option to provide coverage under an "equivalent" plan that the Union will have the right to a "reopener" to discuss whether the proposed new plan is equivalent, the rate history of the new plan and what experiences other communities have had with that plan. The reopener shall be limited to those topics and shall not include additional or add on topics such as sick leave, salary increases, etc. or other compensatory changes to the CBA.

[2]The Town agrees that it will seek to ensure each member currently enrolled in the Town's dental coverage plan will be grandfathered so he/she does not lose dental coverage by enrollment in the new dental care plan.

[3]This is the planned implementation date of the new Health Plan coverage which may have to be adjusted based upon when the CBA is ratified by the Union and funded by the Town Council and/or when SchoolCare can complete its enrollment requirements.

ARTICLE 23
LIFE INSURANCE

23.1 The Town will continue to provide Life and Disability Insurance for Bargaining Unit employees in the amount of coverage currently in effect ($50,000 Death Benefit). The Town will provide additional life insurance coverage to employees, at their expense, as is offered to other employees of the Town.

ARTICLE 24
UNIFORM ALLOWANCE

24.1 The Town agrees to provide each employee with uniform replacement items as required up to Three Hundred and Fifty ($350.00) Dollars per year, paid to the supplier. Such uniforms shall include only those articles of clothing (including female equivalents) or equipment determined to be suitable by the Chief of Police. An employee will be provided with a full complement of uniforms once he/she has met the requirements of permanency. Probationary employees will be provided an adequate supply of uniforms consistent with the current period of wear (i.e., winter or summer uniform period).

24.2 Employees shall assume the responsibility for selecting which uniforms need to be replaced. All uniforms or equipment so replaced shall be returned to the Town. Upon termination of any kind, the employee shall turn in to the Police Chief all uniforms and equipment issue items with the exception of shoes and caps.

24.3 The Town shall continue to provide for the cleaning of said uniforms. Negotiations on this provision may be opened at any time during the life of this Agreement by either party. The Union acknowledges the Town's authority to negotiate a cleaning contract with a specific provider.

ARTICLE 25
PERFORMANCE EVALUATIONS AND FITNESS FOR DUTY

25.1 The Town will continue to evaluate the performance of its employees and their fitness for the performance of their duties. The Town will continue to determine the types and frequencies of such evaluations. Such evaluations may include medical examination by a physician and a physical fitness review. In addition to an objective analysis of each employee's competence and skill in carrying out his or her assigned duties over a defined period of time.

ARTICLE 26
WAGES

26.1 Salary

The wage scales for Sergeants and Patrolmen shall be adjusted by 1.5% as of January 1, 2014.

The wage scales for Sergeants and Patrolmen will be increased annually by two percent (2%) effective January 1, 2014, two percent (2%) effective January 1, 2015, and two percent (2%) effective January 1, 2016.

For so long as the Department does not provide on duty time to put on (Don) specialized and/or protective gear and uniform components and on duty time to change out of said specialized gear and uniform components, each officer shall receive an annual stipend of $1,500 paid in a lump sum in the first payroll of June.

Sergeant's salary schedule:

What is now Step One of the Sergeant's Salary Schedule ($53,078.98) shall be abolished and the remaining steps renumbered accordingly.

Notwithstanding those changes a Sergeant will remain on his /her current pay rate and proceed only to the next step in accord with the usual practice.

All newly appointed Sergeants will be initially placed on the new Step One (1).

A new maximum Step (11) will be created with the same delta as between the previous steps.

26.2 Differentials: In addition to base pay, employees shall receive:

A. Upon obtainment of degrees, annual differentials for this educational incentive shall be:

$ 750 for an Associate's Degree
$1,000 for a Bachelor's Degree
$1,500 for a one-year Master's Degree

B. The Town shall pay tuition and certificate renewal costs plus Fifty ($50.00) Dollars per year, upon successful completion for an Accredited Emergency Medical Technician course.

C. Any officer who has been designated a Field Training Officer (FTO) and who serves in that capacity shall receive a stipend equal to five (5) hours of straight time pay for every four ten (10) hour days so worked.

D. Any officer who is appointed to and participates in the Swat Team shall be paid a Fifteen Hundred ($1,500.00) Dollar annual stipend.

ARTICLE 27
SEPARABILITY

27.1 In the event that any Article, Section or portion of this Agreement is found to be in violation of State law or Town ordinance or is found to be unlawful and unenforceable by any court of competent jurisdiction, or have the effect of loss to the Town of funds made available through Federal law, rule or regulation, then such specific Article, action or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect.

ARTICLE 28
DURATION

28.1 This Agreement shall be for the period of January 1, 2014 through December 31, 2016, and the terms contained herein shall become effective on January 1, 2014 unless otherwise specified in this Agreement. Should a successor Agreement not be executed by December 31, 2016, this Agreement shall remain in full force and effect until a successor Agreement is executed. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or about October 1, 2015 not withholding the provision of Article 5, Section 5.2.

25.2 Time limits enumerated herein may be waived by mutual consent of the Parties to the Agreement.

ARTICLE 29
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereby by their authorized representatives have executed this contract on this 20TH day of NOVEMBER 2013.

FOR THE EMPLOYER:

Todd Selig
Town Administrator

FOR THE UNION:

Frank Daly, President
Durham Police NEPBA Local #21

Stephen Misek
Durham Police NEPBA Local #21

Daniel Brooks
Durham Police NEPBA Local #21

APPENDIX A

SERGEANT'S SALARY SCHEDULE

STEP	2014	2015	2016
1	$56,876.00	$58,013.52	$59,173.79
2	$57,729.14	$58,883.73	$60,061.40
3	$58,595.09	$59,766.99	$60,962.33
4	$59,474.01	$60,663.49	$61,876.76
5	$60,366.30	$61,573.63	$62,805.10
6	$61,271.62	$62,497.05	$63,746.99
7	$62,190.69	$63,434.50	$64,703.19
8	$63,123.54	$64,386.01	$65,673.73
9	$64,070.40	$65,351.81	$66,658.85
10	$65,031.45	$66,332.08	$67,658.72
11	$66,006.92	$67,327.06	$68,673.60

APPENDIX B

PATROL OFFICER'S SALARY SCHEDULE

STEP	2014	2015	2016
Probation	$42,106.60	$42,948.74	$43,807.71
1	$47,123.77	$48,066.24	$49,027.57
2	$47,595.01	$48,546.91	$49,517.95
3	$48,308.94	$49,275.11	$50,260.62
4	$49,033.58	$50,014.25	$51,014.54
5	$49,769.07	$50,764.45	$51,799.74
6	$50,515.61	$51,525.92	$52,556.44
7	$51,273.34	$52,298.81	$53,344.78
8	$52,042.44	$53,083.29	$54,144.95
9	$52,823.08	$53,879.54	$54,957.13
10	$53,615.42	$54,687.73	$55,781.48
11	$54,419.66	$55,508.05	$56,618.21
12	$55,235.95	$56,340.67	$57,467.48